

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 17, 2016

*The Coca-Cola Company*

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation)

001-02217  
(Commission File Number)

58-0628465  
(IRS Employer Identification No.)

One Coca-Cola Plaza  
Atlanta, Georgia  
(Address of principal executive offices)

30313  
(Zip Code)

Registrant's telephone number, including area code: (404) 676-2121

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 17, 2016, the Compensation Committee of the Board of Directors (the “Compensation Committee”) of The Coca-Cola Company (the “Company”) amended and restated The Coca-Cola Company Performance Incentive Plan (the “Performance Incentive Plan”) and The Coca-Cola Company 2014 Equity Plan (the “Equity Plan” and together with the Performance Incentive Plan, the “Plans”).

The Performance Incentive Plan was amended to (i) update the list of performance criteria available for future grants of performance-based awards by removing from the list performance criteria that is no longer intended to be used, (ii) decrease the maximum award limit for any performance period from \$12 million to \$10 million, and (iii) amend the plan, including certain definitions, to use consistent language across compensation plans and to update and clarify when an eligible employee may receive a pro rata annual incentive award.

The Equity Plan was amended to update the definition of affiliate to include entities which are at least 20% owned by the Company as affiliates and to provide flexibility for the Compensation Committee to designate additional affiliates based on relationships with the Company or its subsidiaries. In addition, the Compensation Committee adopted updated form award agreements for performance share units, stock options and restricted stock units (the “Award Agreements”), which will be used to evidence grants of awards to eligible employees, including executive officers, under the Equity Plan. The Award Agreements were adopted to update certain country-specific provisions.

The amendments to the Plans did not impact the requirements for employees to be eligible to receive awards under the Plans. The amendments to the Plans and adoption of the Award Agreements were approved by the Compensation Committee pursuant to the authority granted to the Compensation Committee under the terms of each of the respective Plans. The nature of these amendments did not require shareholder approval under the terms of the Plans, applicable law or the rules of the New York Stock Exchange.

The foregoing descriptions of the amendment to these Plans and the Award Agreements are qualified in their entirety by reference to the Plans and Award Agreements, respectively, copies of which are attached hereto as Exhibits 10.1 through 10.6 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 The Coca-Cola Company Performance Incentive Plan, as amended and restated as of February 17, 2016.
- 10.2 The Coca-Cola Company 2014 Equity Plan, as amended and restated as of February 17, 2016.
- 10.3 Form of Performance Share Agreement for grants under the 2014 Equity Plan, as adopted February 17, 2016
- 10.4 Form of Performance Share Agreement - Alternate for grants under the 2014 Equity Plan, as adopted February 17, 2016
- 10.5 Form of Stock Option Agreement for grants under the 2014 Equity Plan, as adopted February 17, 2016
- 10.6 Form of Restricted Stock Unit Agreement for grants under the 2014 Equity Plan, as adopted February 17, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**THE COCA-COLA COMPANY**  
(REGISTRANT)

Date: February 17, 2016

By: /s/ Bernhard Goepelt  
Bernhard Goepelt  
Senior Vice President, General Counsel and  
Chief Legal Counsel

**PERFORMANCE INCENTIVE PLAN  
OF THE COCA-COLA COMPANY  
As Amended and Restated as of February 17, 2016**

**I. Plan Objective**

The purpose of the Performance Incentive Plan of The Coca-Cola Company is to promote the interests of The Coca-Cola Company (the "Company") by providing additional incentive for employees who contribute to the improvement of operating results of the Company and to reward outstanding performance on the part of those individuals whose decisions and actions most significantly affect the growth and profitability and efficient operation of the Company.

The Company intends for the Awards payable to certain Executives under this Plan to be performance-based compensation under Code Section 162(m).

**II. Definitions**

The terms used herein will have the following meanings:

"Affiliate" means any entity 1) in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital at the relevant time, 2) that has an ongoing contractual relationship with the Company or a Subsidiary that provides such entity the rights to manufacture, sell and/or distribute beverages for which the trademark is owned by the Company or a Subsidiary, or 3) that is approved by the Compensation Committee as an Affiliate based on its relationship with the Company or its Subsidiaries.

"Award" means an amount calculated and awarded under the Plan to a Participant.

"Board" means the Board of Directors of the Company.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means The Coca-Cola Company.

"Compensation Committee" means the Compensation Committee of the Board (or a subset thereof) consisting of not less than two members of the Board, each of whom is an "outside director" under Code Section 162(m).

"Employee" means any person regularly employed on a full-time or part-time basis by the Company or a Subsidiary.

"Executive" means any Employee whose compensation is within the purview of the Compensation Committee pursuant to the Compensation Committee's practices and policies.

"Management Committee" means the committee appointed by the Compensation Committee to administer the Plan.

“Participant” means an Employee who satisfies the eligibility requirements set forth in Section IV of the Plan.

“Performance Period” means the time period for which a Participant’s performance is measured for purposes of receiving an Award.

“Plan” means this Performance Incentive Plan of The Coca-Cola Company.

“Plan Year” means the 12-month period beginning January 1 and ending December 31.

“Subsidiary” means any corporation, limited liability company, partnership or other entity, of which 50% or more of the outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company.

### **III. Administration**

The Plan will be administered by the Compensation Committee and/or the Management Committee. No person, other than members of these committees, shall have any discretion concerning decisions regarding the Plan. The Compensation Committee and/or the Management Committee, in its sole discretion, will determine which of the Participants to whom, and the time or times at which, Awards will be granted under the Plan, and the other conditions of the grant of the Awards. The provisions and conditions of the grants of Awards need not be the same with respect to each grantee or with respect to each Award.

The Compensation Committee will, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and will make determinations and will take such other action in connection with or in relation to accomplishing the objectives of the Plan as it deems necessary or advisable. Each determination or other action made or taken by the Compensation Committee or the Management Committee pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of the Awards granted hereunder will be final and conclusive for all purposes and upon all persons including, but without limitation, the Company, any Subsidiary, the Compensation Committee, the Management Committee, the Board, officers, the affected Employees, and any Participant or former Participant under the Plan, as well as their respective successors in interest.

### **IV. Eligibility and Participation**

**a. Eligibility.** Eligibility for participation in the Plan is determined in the sole discretion of the Compensation Committee or the Management Committee. An Employee is eligible to participate in the Plan if 1) the Employee is compensated in an amount at least equal to the minimum salary or salary grade guideline established annually by the Management Committee, and 2) the Employee is recommended for participation in the Plan by his or her immediate superior and is approved for such participation by the operating head of the Employee’s unit.

The fact that an Employee is eligible to participate in the Plan in one Plan Year does not assure that the Employee will be eligible to participate in any subsequent year. The fact that an Employee is eligible to participate in the Plan for any Plan Year does not mean that the Employee will receive an Award in any Plan Year. The Compensation Committee or the Management Committee will determine an Employee's eligibility for participation in the Plan from time to time prior to or during each Plan Year.

b. **Participation.** In the case of Executives, generally, the Compensation Committee annually will select the Participants no later than 90 days after the beginning of a Performance Period (or, if shorter, before 25% of the Performance Period has elapsed) in accordance with Code Section 162(m). Following such selection by the Compensation Committee, the Participants will be advised they are participants in the Plan for a Performance Period.

#### V. Performance Criteria and Performance Goals

a. **Performance Criteria.** Performance will be measured based upon one or more objective criteria for each Performance Period. Criteria will be measured over the Performance Period. No later than 90 days of the beginning of a Performance Period (or, if shorter, before 25% of the Performance Period has elapsed), the Compensation Committee shall specify in writing which of the following criteria will apply during such Performance Period, as well as any applicable matrices, schedules, or formulae applicable to weighting of such criteria in determining performance. Only Performance Criteria that have been approved by shareowners shall be used for Awards to Executives. However, the Compensation Committee may specify additional criteria from time to time to be used for Awards to Employees who are not Executives.

- increase in shareowner value;
- earnings per share;
- stock price;
- net income;
- return on assets;
- return on shareowners' equity;
- increase in cash flow;
- operating profit or operating margins;
- revenue growth of the Company;
- operating expenses;
- economic profit;
- return on capital;
- return on invested capital;
- earnings before interest, taxes, depreciation and amortization;
- unit case volume;
- operating income;
- value share of Non Alcoholic Ready-To-Drink segment;
- volume share of Non Alcoholic Ready-To-Drink segment;
- net revenue;
- gross profit;

- profit before tax;
- number of transactions (number of physical packages sold); and
- productivity.

Any of the performance criteria can be applied on an absolute basis or on a relative basis (e.g., as a relative comparison to a peer group, industry index, broad- base index, etc.), and may be calculated for a single year or calculated on a compound basis over multiple years.

**b. Performance Goals.** Using any applicable matrices, schedules, or formulae applicable to weighting of the performance criteria, the Compensation Committee will develop, in writing, performance goals for the Participants for a Performance Period, no later than 90 days of the start of the Performance Period (or, if shorter, before 25% of the Performance Period has elapsed) in which they would apply. The Compensation Committee shall have the right to use different performance criteria for different Participants. When the Compensation Committee sets the performance goals for a Participant, the Compensation Committee shall establish the general, objective rules which will be used to determine the extent, if any, that a Participant's performance goals have been met and the specific, objective rules, if any, regarding any exceptions to the use of such general rules, and any such specific, objective rules may be designed as the Compensation Committee deems appropriate to take into account any extraordinary or one-time or other non-recurring items of income or expense or gain or loss or any events, transactions or other circumstances that the Compensation Committee deems relevant in light of the nature of the performance goals set for the Participant or the assumptions made by the Compensation Committee regarding such goals.

In the case of an Executive, in the event that a Participant is assigned a performance goal following the time at which performance goals are normally established for the Performance Period due to placement in a position, or due to a change in position after the start of the Performance Period, the Performance Period for such Participant may be the portion of the Plan Year or original Performance Period remaining, whichever is applicable. In such case, the Compensation Committee will develop in writing performance goals for each such Participant before 25% of the Performance Period in which they would apply elapses.

## **VI. Awards**

An Award to a Participant will be based on a percentage of the Participant's base salary. The Management Committee (or the Compensation Committee) has discretion to adjust base salary for the purposes of the Plan.

The Compensation Committee or the Management Committee may, in each of their respective sole discretion, adjust the Award for each Participant based upon that Participant's over achievement or under achievement in terms of his or her individual performance and the performance of the Participant's operating unit during the Plan Year. However, if any amount of the Award is based upon criteria other than objective measures established in accordance with Section V, the excess will not be performance based compensation under Code Section 162(m).



a. Hiring or Termination During Performance Period An Employee who is selected as a Participant after the beginning of a Plan Year or a Participant who terminates employment after attaining age 55 with 10 Years of Service, who dies, or whose employment is transferred to an Affiliate prior to the end of such Plan Year will be eligible to receive a pro rata share of an Award based on participation during any portion of such Plan Year if, in the sole discretion of the Compensation Committee or the Management Committee, such an award is merited. A Participant whose employment is otherwise terminated prior to the end of such Plan Year will not be eligible for an Award. "Years of Service" for purposes of this section means "Years of Vesting Service" as that term is defined in The Coca-Cola Company Pension Plan, regardless of whether the Participant is a participant in that plan.

b. Termination of Employment after Performance Period, but Prior to Payment A Participant shall receive payment of an Award for any Performance Period if his or her employment with the Company or a Subsidiary has terminated before the date the Award is actually paid unless the Compensation Committee in the exercise of its absolute discretion affirmatively directs the Company not to pay such Award to, or on behalf of, such Participant.

c. Award Limits. A Participant shall not receive payment of an Award for any Performance Period in excess of \$10,000,000.

#### **VII. Determination and Timing of Awards**

At the end of each applicable Performance Period, the Compensation Committee shall certify the extent, if any, to which the measures established in accordance with Section V have been met. All Awards to Participants who are Executives will be made by the Compensation Committee in its sole discretion. Awards to all other Participants shall be made by the Management Committee in its sole discretion. Awards will be paid for a particular Plan Year on the March 15<sup>th</sup> following the end of the Plan Year, or if March 15<sup>th</sup> is not a business day, the first business day immediately preceding the March 15<sup>th</sup> following the end of the Plan Year.

#### **VIII. Method of Payment of Awards**

a. Payments of Awards. Except as otherwise provided in this Plan, Awards for each Participant will be paid in cash.

b. Deferral of Payment of Award. An Award paid in cash may be deferred under The Coca-Cola Company Deferred Compensation Plan (or comparable international plan, if any) if the language of the applicable plan so provides.

c. Recapture of Award.

(i) If, within one year after receiving an Award, any Employee (a) renders services for any organization which, in the sole judgment of the Compensation Committee or Management Committee, is or becomes competitive with the Company, or (b) is terminated for a violation of any written policy of the Company, the Employee shall reimburse the Company the full amount of the Award, except where prohibited by local law.

(ii) Any Award granted under this Plan will be subject to any recoupment or clawback policy that the Company may adopt from time to time and to any requirement of applicable law, regulation or listing standard that requires the Company to recoup or claw back compensation paid pursuant to such an Award.

d. Withholding for Taxes. The Company will have the right to deduct from any and all Award payments any taxes required to be withheld with respect to such payment, including hypothetical taxes under the Company's International Service Program Policy and/or Tax Equalization Policy. For Participants who are International Service Associates or other international employees, all taxes remain the Participant's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy. The Company and any Subsidiary (i) make no representations or undertaking regarding the treatment of any taxes in connection with any Award; and (ii) do not commit to structure the terms of the Award to reduce or eliminate the Participant's liability for taxes.

e. Payments to Estates. Awards and interest thereon, if any, which are due to a Participant pursuant to the provisions hereof and which remain unpaid at the time of his or her death will be paid in full to the Participant's estate.

f. Offset for Monies Owed. Any payments made under this Plan will be offset for any monies that the Management Committee determines are owed to the Company or any Subsidiary.

#### **IX. Amendment and Termination**

The Compensation Committee may amend, modify, suspend, reinstate or terminate this Plan in whole or in part at any time or from time to time; provided, however, that no such action will adversely affect any right or obligation with respect to any Award theretofore made. The Compensation Committee and the Management Committee may deviate from the provisions of this Plan to the extent such committee deems appropriate to conform to local, laws and practices.

#### **X. Applicable Law**

The Plan and all rules and determinations made and taken pursuant hereto will be governed by the laws of the State of Delaware, to the extent not preempted by federal law, and construed accordingly.

#### **XI. Effect on Benefit Plans**

Awards will not be included in the computation of benefits under any group life insurance plan, travel accident insurance plan, personal accident insurance plan or under Company policies such as severance pay and payment for accrued vacation, unless required by applicable laws.

## XII. Change in Control

If there is a Change in Control as defined in this Section XII at any time during a Plan Year, (1) the Compensation Committee or the Management Committee promptly shall determine the Award which would have been payable to each Participant under the Plan for such Plan Year if he had continued to work for the Company for such entire year and all performance goals established under Section V had been met in full for such Plan Year by multiplying his target percentage by his annual salary as in effect on the date of such Change in Control and (2) each such Participant's nonforfeitable interest in his Award (as so determined by the Compensation Committee or the Management Committee) thereafter shall be determined by multiplying such Award by a fraction, the numerator of which shall be the number of full, calendar months he is an employee of the Company during such Plan Year and the denominator is 12 or the number of full calendar months the Plan is in effect during such Plan Year, whichever is less. The payment of a Participant's nonforfeitable interest in his Award under this Section XII shall be made in cash as soon as practicable after his employment by the Company terminates or as soon as practicable after the end of such Plan Year, whichever comes first.

A "Change in Control," for purposes of this Section XII, will mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect on January 1, 2004, provided that such a change in control will be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d)(2) of the Exchange Act as in effect on January 1, 2004) is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act as in effect on January 1, 2004) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board cease, for any reason, to constitute at least a majority of the Board, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareowners of the Company approve any merger or consolidation as a result of which its stock will be changed, converted or exchanged (other than a merger with a wholly-owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareowners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareowners of the Company immediately prior to the effective date of the merger or consolidation will have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger, consolidation, liquidation or sale is completed; provided, however, that no Change in Control will be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change of Control would otherwise be deemed to have occurred, a majority of the Directors in office prior to the acquisition of the securities by such person determines otherwise.

THE COCA-COLA COMPANY  
2014 EQUITY PLAN  
As Amended and Restated as of February 17, 2016

ARTICLE 1  
PURPOSE

1.1. GENERAL. The purpose of The Coca-Cola Company 2014 Equity Plan is to promote the success and enhance the value of The Coca-Cola Company by linking the personal interests of employees, officers and directors of the Company to those of Company shareowners and by providing such persons with an incentive for outstanding performance. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of employees, officers and directors upon whose judgment, interest, and special effort the successful conduct of the Company's operation is largely dependent.

ARTICLE 2  
DEFINITIONS

2.1. DEFINITIONS. As used in this plan, the following words and phrases shall have the following meanings:

“Affiliate” means any entity 1) in which the Company owns, directly or indirectly, 20% or more of the voting stock or capital at the relevant time, 2) that has an ongoing contractual relationship with the Company or a Subsidiary that provides such entity the rights to manufacture, sell and/or distribute beverages for which the trademark is owned by the Company or a Subsidiary, or 3) that is approved by the Compensation Committee as an Affiliate based on its relationship with the Company or its Subsidiaries.

“Award” means an award of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Awards, Dividend Equivalents, Other Stock-Based Awards, or any other right or interest relating to Stock or cash, made to an Eligible Participant under the Plan.

“Award Agreement” means a written document, in such form as the Committee prescribes from time to time, setting forth the terms and conditions of an Award. The Committee may provide for the use of electronic, internet or other non-paper Award Agreements, and the use of electronic, internet or other non-paper means for the acceptance thereof and actions thereunder by a Participant.

“Award Date” of an Award means the first date on which all necessary corporate action has been taken to approve the grant of the Award as provided in the Plan, or such later date as is determined and specified as part of that authorization process.

“Board” means the Board of Directors of the Company.

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“Change in Control” means a change in control of a nature that would be required to be reported in response to Item 6(c) of Schedule 14A of Regulation 14A under the 1934 Act, provided that such a change in control shall be deemed to have occurred at such time as (i) any person, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board cease, for any reason, to constitute at least a majority of the Board, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) the shareowners of the Company approve any merger or consolidation as a result of which the Stock shall be changed, converted or exchanged (other than a merger with a wholly owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company, and such merger, consolidation, liquidation or sale is completed; or (iv) the shareowners of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareowners of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation, and such merger or consolidation is completed; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such times as a Change in Control would otherwise be deemed to have occurred, the Board determines otherwise. Additionally, no Change in Control will be deemed to have occurred under clause (i) if, subsequent to such time as a Change in Control would otherwise be deemed to have occurred, a majority of the Board in office prior to the acquisition of the securities by such person determines otherwise.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. For purposes of this Plan, references to sections of the Code shall be deemed to include references to any applicable regulations thereunder and any successor or similar provision.

“Committee” means the Compensation Committee of the Board.

“Company” means The Coca-Cola Company, a Delaware corporation, and its successors.

“Continuous Service” means the absence of any interruption or termination of service as an employee, officer or director of the Company or any Affiliate, as applicable; Continuous Service will not be interrupted under any of the following cases:

- (i) a Participant transfers employment, without interruption, between the Company and an Affiliate or between Affiliates,
- (ii) in the case of a spin-off, sale or disposition of the Participant’s employer from the Company or any Subsidiary, but only if the Committee determines before the transaction closes that it will not result in an interruption of service; or
- (iii) the Participant is granted an unpaid leave of absence authorized in writing by the Company prior to its commencement that does not exceed twelve months. The Committee has final and conclusive authority to determine whether any other leave of absence constitutes a termination of Continuous Service. Any other leave of absence granted to a Participant must constitute a “bona fide leave of absence” under Treas. Reg. Section 1.409A-1(h) if the Participant’s Award is subject to Code Section 409A.

“Covered Employee” means a covered employee as defined in Code Section 162(m)(3).

“Disability” means a condition for which the Participant becomes eligible for a disability benefit under the long term disability insurance policy issued to the Company providing basic long term disability insurance benefits pursuant to The Coca-Cola Company Health and Welfare Benefits Plan, or under any other long term disability plan which hereafter may be maintained by the Company, whether or not the Participant is covered by such plan. In the event of a dispute, the determination of whether a Participant has incurred a Disability will be made by the Committee and may be supported by the advice of a physician competent in the area to which such Disability relates.

“Dividend Equivalent” means a right granted to a Participant under Article 12.

“Effective Date” has the meaning assigned such term in Section 3.1.

“Eligible Participant” means an employee, officer or director of the Company or any Subsidiary.

“Exchange” means the New York Stock Exchange, or if the Stock is no longer listed on the New York Stock Exchange, any national securities exchange on which the Stock may from time to time be listed.

“Fair Market Value,” on any date, means (i) the average of the high and low market prices at which a share of Stock shall have been sold on the date of the Award, or on the next preceding trading day if such date was not a trading date, as reported on the New York Stock Exchange Composite Transactions listing, or (ii) if the Stock is not listed on the New York Stock Exchange, Fair Market Value will be determined by such other method as the Committee determines in good faith to be reasonable and in compliance with Code Section 409A.

“Full-Value Award” means an Award other than in the form of an Option or SAR, and which is settled by the issuance of Stock (or at the discretion of the Committee, settled in cash valued by reference to Stock value).

“Independent Directors” means those members of the Board who qualify at any given time as (a) an “independent” director under the applicable rules of the Exchange, (b) a “non-employee” director under Rule 16b-3 of the 1934 Act, and (c) an “outside” director under Code Section 162(m).

“Non-Employee Director” means a director of the Company who is not a common law employee of the Company or a Subsidiary.

“Option” means a right granted to a Participant under Article 7 of the Plan to purchase Stock at a specified price during specified time periods.

“Other Stock-Based Award” means a right granted to a Participant under Article 13, that relates to or is valued by reference to Stock or other Awards relating to Stock.

“Participant” means an individual to whom an Award has been made under the Plan.

“Performance Award” means any award made under the Plan pursuant to Article 10.

“Plan” means The Coca-Cola Company 2014 Equity Plan, as amended from time to time.

“Prior Plans” means The Coca-Cola Company 1999 Stock Option Plan, The Coca-Cola Company 2002 Stock Option Plan, The Coca-Cola Company 2008 Stock Option Plan, The Coca-Cola Company 1983 Stock Option Plan, The Coca-Cola Company 1989 Restricted Stock Plan, Coca-Cola Enterprises Inc. 2001 Stock Option Plan, Coca-Cola Enterprises Inc. 2004 Stock Award Plan and Coca-Cola Enterprises Inc. 2007 Incentive Award Plan.

“Qualified Performance-Based Award” means an Award that is either (i) intended to qualify for the Section 162(m) Exemption and is made subject to performance goals based on Qualified Business Criteria as set forth in Section 11.2, or (ii) an Option or SAR having an exercise price equal to or greater than the Fair Market Value of the underlying Stock as of the Award Date.

“Qualified Business Criteria” means one or more of the business criteria listed in Section 11.2 upon which performance goals for certain Qualified Performance-Based Awards may be established by the Committee.

“Restricted Stock” means Stock granted to a Participant under Article 9 that is subject to certain restrictions and to risk of forfeiture.

“Restricted Stock Unit” means the right granted to a Participant under Article 9 to receive shares of Stock (or the equivalent value in cash subject to 14.2) in the future, which right is subject to certain restrictions and to risk of forfeiture.

“Section 162(m) Exemption” means the exemption from the limitation on deductibility imposed by Code Section 162(m) that is set forth in Code Section 162(m)(4)(C) or any successor provision thereto.

“Shares” means shares of the Stock. If there has been an adjustment or substitution with respect to the Shares (whether or not pursuant to Article 15), the term “Shares” shall also include any shares of stock or other securities that are substituted for Shares or into which Shares are adjusted.

“Stock” means the \$0.25 par value common stock of the Company and such other securities of the Company as may be substituted for Stock pursuant to Article 15.

“Stock Appreciation Right” or “SAR” means a right granted to a Participant under Article 8 to receive a payment equal to the difference between the Fair Market Value of a Share as of the date of exercise of the SAR over the base price of the SAR, all as determined pursuant to Article 8.

“Subsidiary” means any corporation, limited liability company, partnership or other entity, of which 50% or more of the outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company.

“Substitute Award” means an Award under Section 14.9 of the Plan.

“1933 Act” means the Securities Act of 1933, as amended from time to time.

“1934 Act” means the Securities Exchange Act of 1934, as amended from time to time.

ARTICLE 3  
EFFECTIVE TERM OF PLAN

3.1. EFFECTIVE DATE. Subject to the approval of the Plan by the Company's shareowners within 12 months after the Plan's adoption by the Board, the Plan will become effective on February 20, 2014, the date the Plan was adopted by the Board (the "Effective Date").

3.2. TERMINATION OF PLAN. Unless earlier terminated as provided herein, the Plan shall continue in effect until the date of the Company's 2024 annual shareowners' meeting or, if the shareowners approve an amendment to the Plan that increases the number of Shares subject to the Plan, the tenth anniversary of the date of such approval. The termination of the Plan on such date shall not affect the validity of any Award outstanding on the date of termination, which shall continue to be governed by the applicable terms and conditions of the Plan.

ARTICLE 4  
ADMINISTRATION

4.1. COMMITTEE. The Plan shall be administered by the Committee. It is intended that at least two of the directors appointed to serve on the Committee shall be Independent Directors and that any such members of the Committee who do not so qualify shall abstain from participating in any decision to make or administer Awards that are made to Eligible Participants who at the time of consideration for such Award (i) are persons subject to the short-swing profit rules of Section 16 of the 1934 Act, or (ii) are Covered Employees or are reasonably anticipated to become Covered Employees during the term of the Award. However, the mere fact that a Committee member fails to qualify as an Independent Director or fails to abstain from such action shall not invalidate any Award made by the Committee if the Award is otherwise validly made under the Plan.

4.2. ACTION AND INTERPRETATIONS BY THE COMMITTEE. The Committee may from time to time adopt rules, regulations, guidelines and procedures for carrying out the provisions and purposes of the Plan and make such other determinations, not inconsistent with the Plan, as the Committee may deem appropriate. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent it deems necessary to carry out the intent of the Plan. The Committee's interpretation of the Plan, any Awards made under the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties. No member of the Committee will be liable for any good faith determination, act or omission in connection with the Plan or any Award.

4.3. AUTHORITY OF COMMITTEE. Except as provided in Section 4.1 and 4.4 hereof, the Committee has the exclusive power, authority and discretion to:

- (a) Make Awards;
- (b) Designate Participants;
- (c) Determine the type or types of Awards to be made to each Participant;



- (d) Determine the number of Awards to be made and the number of Shares or dollar amount to which an Award will relate;
- (e) Determine the terms and conditions of any Award made under the Plan;
- (f) Prescribe the form of each Award Agreement, which need not be identical for each Participant;
- (g) Decide all other matters that must be determined in connection with an Award;
- (h) Establish, adopt or revise any rules, regulations, guidelines or procedures as it may deem necessary or advisable to administer the Plan;
- (i) Make all other decisions and determinations that may be required under the Plan or as the Committee deems necessary or advisable to administer the Plan;
- (j) Amend the Plan or any Award Agreement as provided herein; and
- (k) Adopt such modifications, procedures, and subplans as may be necessary or desirable to comply with provisions of the laws of the United States or any non-U.S. jurisdictions in which the Company or any Affiliate may operate, in order to assure the viability of the benefits of Awards made to Participants located in the United States or such other jurisdictions and to further the objectives of the Plan.

Notwithstanding any of the foregoing, Awards made to Non-Employee Directors hereunder shall (i) be subject to the applicable award limits set forth in Section 5.4 hereof, and (ii) be made only in accordance with the terms, conditions and parameters of a plan, program or policy for the compensation of Non-Employee Directors as in effect from time to time that is approved and administered by a committee of the Board consisting solely of Independent Directors. The Committee may not make other discretionary grants hereunder to Non-Employee Directors.

#### 4.4. DELEGATION.

- (a) Administrative Duties. The Committee may delegate to one or more of its members or to one or more officers of the Company or to one or more agents or advisors such administrative duties or powers as it may deem advisable, and the Committee or any individuals to whom it has delegated duties or powers as aforesaid may employ one or more individuals to render advice with respect to any responsibility the Committee or such individuals may have under this Plan.
- (b) Special Committee. The Committee may delegate to a special committee, consisting of one or more Independent Directors, the authority, within specified parameters as to the number and terms of Awards, to make Awards under this Plan, including to (i) designate officers and/or employees of the Company or any of its Subsidiaries to be recipients of Awards under the Plan, and (ii) to determine the number of such Awards to be received by any such Participants; provided, however, that such delegation of duties and responsibilities may not be made with respect to the Awards made to Eligible Participants (a) who are subject to Section 16(a) of the 1934 Act at the Award Date, or (b) who as of the Award Date are Covered Employees or are reasonably anticipated to be become Covered Employees during the term of the Award. The acts of such delegates shall be treated hereunder as acts of the Committee and such delegates shall report regularly to the Committee regarding the delegated duties and responsibilities and any Awards so granted.

ARTICLE 5  
SHARES SUBJECT TO THE PLAN

5.1. NUMBER OF SHARES. Subject to adjustment as provided in Sections 5.2 and Section 15.1, the aggregate number of Shares reserved and available for issuance pursuant to Awards granted under the Plan shall be 500,000,000, which includes 66,948,651 Shares that were available for future grant under the Prior Plans as of the Effective Date. After the Effective Date, no further awards shall be made under the Prior Plans and the Prior Plans shall remain in effect only so long as awards made thereunder shall remain outstanding; provided, however, that Awards under Prior Plans may be made after the Effective Date subject to the following limitations: (1) 500,000 Shares under The Coca-Cola Company 1999 Stock Option Plan shall be reserved for future awards made to Eligible Participants located in the United Kingdom, (2) 1,000,000 Shares under The Coca-Cola Company 2008 Stock Option Plan and 150,000 Shares under The Coca-Cola Company 1989 Restricted Stock Award Plan shall be reserved for awards made to Eligible Participants located in China who are subject to the State Administration of Foreign Exchange rules, and (3) 1,700,000 Shares under The Coca-Cola Company 2008 Stock Option Plan and 250,000 Shares under The Coca-Cola Company 1989 Restricted Stock Award Plan shall be reserved for awards made in 2014 outside of the normal equity award cycle to Eligible Participants.

5.2. SHARE COUNTING. Shares covered by an Award shall be subtracted from the Plan share reserve as of the Award Date as provided in subsection (a) below, but shall be added back to the Plan share reserve or otherwise treated in accordance with subsections (b) through (h) of this Section 5.2.

- (a) Awards of Options and Stock Appreciation Rights shall count against the number of Shares remaining available for issuance pursuant to Awards granted under the Plan as one Share for each Share covered by such Awards, and Full Value Awards shall count against the number of Shares remaining available for issuance pursuant to Awards granted under the Plan as 5.0 Shares for each Share covered by such Awards.
- (b) The full number of Shares subject to an Option shall count against the number of Shares remaining available for issuance pursuant to Awards made under the Plan, even if the exercise price of an Option is satisfied through net-settlement or by delivering Shares to the Company (by either actual delivery or attestation).
- (c) Upon exercise of Stock Appreciation Rights that are settled in Shares, the full number of Stock Appreciation Rights (rather than the net number of Shares actually delivered upon exercise) shall count against the number of Shares remaining available for issuance pursuant to Awards granted under the Plan.
- (d) Shares withheld from an Award to satisfy tax withholding requirements shall count against the number of Shares remaining available for issuance pursuant to Awards granted under the Plan, and Shares delivered by a Participant to satisfy tax withholding requirements shall not be added to the Plan share reserve.

- (e) Shares repurchased on the open market with the proceeds from the exercise of an Option shall not again be made available for issuance under the Plan.
- (f) To the extent that all or a portion of an Award is canceled, terminates, expires, is forfeited or lapses for any reason, including by reason of failure to meet time-based vesting requirements or to achieve performance goals, any unissued or forfeited Shares subject to the Award will be added back to the Plan share reserve and again be available for issuance pursuant to Awards made under the Plan.
- (g) Shares subject to Awards settled in cash will be added back to the Plan share reserve and again be available for issuance under the Plan.
- (h) Substitute Awards made pursuant to Section 14.9 of the Plan shall not count against the Shares otherwise available for issuance under the Plan under Section 5.1.
- (i) Subject to applicable Exchange requirements, shares available under a shareowner-approved plan of a company acquired by the Company (as appropriately adjusted to Shares to reflect the transaction) may be issued under the Plan pursuant to Awards made to individuals who were not employees of the Company or its Subsidiaries immediately before such transaction and will not count against the maximum share limitation specified in Section 5.1.

5.3. STOCK DISTRIBUTED. Any Stock distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Stock, treasury Stock or Stock purchased on the open market and may be subject to restrictions deemed appropriate by the Committee.

5.4. LIMITATION ON AWARDS. Notwithstanding any provision in the Plan to the contrary (but subject to adjustment as provided in Article 15):

- (a) Options. The maximum number of Options granted under the Plan in any calendar year to any one Participant shall be for 3,000,000 Shares.
- (b) SARs. The maximum number of Stock Appreciation Rights granted under the Plan in any calendar year to any one Participant shall be 3,000,000 with respect to Shares.
- (c) Performance Awards. With respect to any one calendar year (i) the maximum amount that may be paid to any one Participant for Performance Awards payable in cash or property other than Shares shall be \$20,000,000, and (ii) the maximum number of Shares that may be paid to any one Participant for Performance Awards payable in Stock shall be 1,000,000 Shares. For purposes of applying these limits in the case of multi-year performance periods, the amount of cash or property or number of Shares deemed paid with respect to any one calendar year is the total amount payable or Shares earned for the performance period divided by the number of calendar years in the performance period.
- (d) Awards to Non-Employee Directors. The maximum aggregate number of Shares associated with any Award made under the Plan in any calendar year to any one Non-Employee Director shall be 25,000 Shares.

ARTICLE 6  
ELIGIBILITY

6.1. GENERAL. Awards may be granted only to Eligible Participants who are providing services to the Company or a Subsidiary.

ARTICLE 7  
STOCK OPTIONS

7.1. GENERAL. The Committee is authorized to grant Options to Eligible Participants on the following terms and conditions:

- (a) Exercise Price. The exercise price per Share under an Option shall be determined by the Committee, provided that the exercise price for any Option (other than an Option issued as a substitute Award pursuant to Section 14.9) shall not be less than the Fair Market Value as of the Award Date.
- (b) Prohibition on Repricing. Except as otherwise provided in Article 15, without the prior approval of the shareowners of the Company: (i) the exercise price of an Option may not be reduced, directly or indirectly, (ii) an Option may not be cancelled in exchange for cash, other Awards, or Options or SARs with an exercise or base price that is less than the exercise price of the original Option, or otherwise, and (iii) the Company may not repurchase an Option for value (in cash, substitutions, cash buyouts, or otherwise) from a Participant if the current Fair Market Value of the Shares underlying the Option is lower than the exercise price per share of the Option.
- (c) Time and Conditions of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part, subject to Section 7.1(e); provided, however, that, except in the event of a Change in Control, Disability or death of the Participant, no award shall provide that an Option shall be exercisable in whole or in part for a period of twelve months from Award Date. The Committee shall also determine the performance or other conditions, if any, that must be satisfied before all or part of an Option may be exercised or vested.
- (d) Payment. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, and the methods by which Shares shall be delivered or deemed to be delivered to Participants. As determined by the Committee at or after the Award Date, payment of the exercise price of an Option may be made, in whole or in part, in the form of (i) cash or cash equivalents, (ii) delivery (by either actual delivery or attestation) of previously-acquired Shares based on the Fair Market Value of the Shares on the date the Option is exercised, (iii) withholding of Shares from the Option based on the Fair Market Value of the Shares on the date the Option is exercised, (iv) broker-assisted market sales, or (v) any other "cashless exercise" arrangement.
- (e) Exercise Term. No Option granted under the Plan shall be exercisable for more than ten years from the Award Date.

- (f) No Deferral Feature. No Option shall provide for any feature for the deferral of compensation other than the deferral of recognition of income until the exercise or disposition of the Option.
- (g) No Dividend Equivalents. No Option shall provide for Dividend Equivalents.

ARTICLE 8  
STOCK APPRECIATION RIGHTS

8.1. STOCK APPRECIATION RIGHTS. The Committee is authorized to grant Stock Appreciation Rights to Eligible Participants on the following terms and conditions:

- (a) Right to Payment. Upon the exercise of a SAR, the Participant has the right to receive, for each Share with respect to which the SAR is being exercised, the excess, if any, of:
  - (1) The Fair Market Value of one Share on the date of exercise; over
  - (2) The base price of the SAR as determined by the Committee and set forth in the Award Agreement, which shall not be less than the Fair Market Value of one Share on the Award Date.
- (b) Prohibition on Repricing. Except as otherwise provided in Article 15, without the prior approval of the shareowners of the Company: (i) the base price of a SAR may not be reduced, directly or indirectly, (ii) a SAR may not be cancelled in exchange for cash, other Awards, or Options or SARs with an exercise or base price that is less than the base price of the original SAR, and (iii) the Company may not repurchase a SAR for value (in cash, substitutions, cash buyouts, or otherwise) from a Participant if the current Fair Market Value of the Shares underlying the SAR is lower than the base price per share of the SAR.
- (c) Time and Conditions of Exercise. The Committee shall determine the time or times at which a SAR may be exercised in whole or in part. No SAR shall be exercisable for more than ten years from the Award Date.
- (d) No Deferral Feature. No SAR shall provide for any feature for the deferral of compensation other than the deferral of recognition of income until the exercise or disposition of the SAR.
- (e) No Dividend Equivalents. No SAR shall provide for Dividend Equivalents.

ARTICLE 9  
RESTRICTED STOCK AND STOCK UNITS

9.1. RESTRICTED STOCK AND STOCK UNITS. The Committee is authorized to make Awards of Restricted Stock and Restricted Stock Units to Eligible Participants in such amounts and subject to such terms and conditions as may be selected by the Committee.

9.2. ISSUANCE AND RESTRICTIONS. Restricted Stock and Restricted Stock Units shall be subject to such restrictions on transferability and other restrictions as the Committee may impose. These restrictions may lapse separately or in combination at such times, under such circumstances, in such installments, upon the satisfaction of performance goals or otherwise, as the Committee determines at the time of the grant of the Award or thereafter. Except as otherwise provided in an Award Agreement or any special Plan document governing an Award, a Participant shall have none of the rights of a shareowner with respect to Restricted Stock Units until Shares of Stock are released in settlement of such Awards.

9.3 DIVIDENDS ON RESTRICTED STOCK UNITS. In the case of Restricted Stock Units, the Participant shall not be entitled to receive dividends or Dividend Equivalents unless the Award Agreement specifically provides for such dividends or Dividend Equivalents, subject to Section 12.1.

9.4 FORFEITURE. Subject to the terms of the Award Agreement and except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of Continuous Service during the applicable restriction period or upon failure to satisfy a performance goal during the applicable restriction period, Restricted Stock or Restricted Stock Units that are at that time subject to restrictions shall be forfeited.

9.5 DELIVERY OF RESTRICTED STOCK. Shares of Restricted Stock shall be delivered to the Participant at the Award Date either by book-entry registration or by delivering to the Participant, or a custodian or escrow agent (including, without limitation, the Company or one or more of its employees) designated by the Committee, a stock certificate or certificates registered in the name of the Participant. If physical certificates representing shares of Restricted Stock are registered in the name of the Participant, such certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

#### ARTICLE 10 PERFORMANCE AWARDS

10.1 PERFORMANCE AWARDS. The Committee is authorized to make any Award under this Plan, including cash-based Awards, with performance-based vesting criteria, on such terms and conditions as may be selected by the Committee. Any such Awards with performance-based vesting criteria are referred to herein as Performance Awards. The Committee shall have the complete discretion to determine the number of Performance Awards made to each Eligible Participant, subject to Section 5.4, and to designate the provisions of such Performance Awards as provided in Section 4.3. All Performance Awards shall be evidenced by an Award Agreement or a written program established by the Committee, pursuant to which Performance Awards are awarded under the Plan under uniform terms, conditions and restrictions set forth in such written program.

10.2 PERFORMANCE GOALS. The Committee may establish performance goals for Performance Awards which may be based on any criteria selected by the Committee. Such performance goals may be described in terms of Company-wide objectives or in terms of objectives that relate to the performance of the Participant, a Subsidiary or a division, region, department or function within the Company or a Subsidiary. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or the manner in which the Company or a Subsidiary conducts its business, or other events or circumstances render performance goals to be unsuitable, the Committee may modify such performance goals in whole or in part, as the Committee deems appropriate. If a Participant is promoted, demoted or transferred to a different business unit or function during a performance period, the Committee may determine that the performance goals or performance period are no longer appropriate and may (i) adjust, change or eliminate the performance goals or the applicable performance period as it deems appropriate to make such goals and period comparable to the initial goals and period, or (ii) make a cash payment to the Participant in an amount determined by the Committee. The foregoing two sentences shall not apply with respect to a Performance Award that is intended to be a Qualified Performance-Based Award if the recipient of such award (a) was a Covered Employee on the date of the proposed modification, adjustment, change or elimination of the performance goals or performance period, or (b) in the reasonable judgment of the Committee, may be a Covered Employee on the date the Performance Award is expected to be paid.

ARTICLE 11  
QUALIFIED PERFORMANCE-BASED AWARDS

11.1. OPTIONS AND STOCK APPRECIATION RIGHTS. All Options and Stock Appreciation Rights granted to any Covered Employee are intended to qualify for the Section 162(m) Exemption as Qualified Performance-Based Awards even though they are not designated as Performance Awards.

11.2. PERFORMANCE AWARDS. All Performance Awards granted to any Covered Employee are intended to qualify for the Section 162(m) Exemption as Qualified Performance-Based Awards even though they are not designated specifically as Performance Awards. The Committee shall establish performance goals for such Award within the time period prescribed by Code Section 162(m) based on one or more of the following Qualified Business Criteria, which may be expressed in terms of Company-wide objectives or in terms of objectives that relate to the performance of a Subsidiary or a division, region, department or function within the Company or a Subsidiary:

- increase in shareowner value (e.g., total shareowner return);
- earnings per share;
- stock price;
- net income;
- return on assets;
- return on shareowners' equity;
- cash flow;
- operating profit or operating margins;
- revenue growth of the Company;
- operating expenses;
- quality as determined by the Company's Quality Index;
- economic profit;
- return on capital;
- return on invested capital;
- earnings before interest, taxes, depreciation and amortization;
- goals relating to acquisitions or divestitures;
- unit case volume;
- operating income;
- brand contribution;
- value share of Non Alcoholic Ready-To-Drink segment;
- volume share of Non Alcoholic Ready-To-Drink segment;
- net revenue;
- gross profit;

- profit before tax;
- number of transactions;
- productivity; and
- service level.

Performance goals with respect to the foregoing Qualified Business Criteria may be specified in absolute terms, in percentages, or in terms of growth from period to period or growth rates over time, as well as measured relative to the performance of a group of comparator companies, or a published or special index, or a stock market index, that the Committee deems appropriate, and may be calculated for a single year or calculated on a compound basis over multiple years. Any member of a comparator group or an index that ceases to exist during a measurement period shall be disregarded for the entire measurement period. Performance Goals need not be based upon an increase or positive result under a business criterion and could include, for example, the maintenance of the status quo or the limitation of economic losses (measured, in each case, by reference to a specific business criterion). Performance measures may but need not be determinable in conformance with generally accepted accounting principles.

11.3. ACHIEVEMENT OF PERFORMANCE GOALS. Each Qualified Performance-Based Award (other than a market-priced Option or SAR) shall be earned, vested and payable (as applicable) only upon the achievement of performance goals established by the Committee based upon one or more of the Qualified Business Criteria, together with the satisfaction of any other conditions, such as continued employment, as the Committee may determine to be appropriate; provided, however, that the Committee may provide, either in connection with the grant thereof or by amendment thereafter, that achievement of such performance goals will be waived, in whole or in part, upon (i) the termination of employment of a Participant by reason of death or Disability, or (ii) the occurrence of a Change in Control. Performance periods established by the Committee for any such Qualified Performance-Based Award must be at least twelve months and may be any longer period. In addition, the Committee has the right, in connection with the grant of a Qualified Performance-Based Award, to exercise negative discretion to determine that the portion of such Award actually earned, vested and/or payable (as applicable) shall be less than the portion that would be earned, vested and/or payable based solely upon application of the applicable performance goals.

11.4. INCLUSIONS AND EXCLUSIONS FROM PERFORMANCE CRITERIA. The Committee may provide in any Qualified Performance-Based Award, at the time the performance goals are established, that any evaluation of performance shall exclude or otherwise objectively adjust for any specified circumstance or event that occurs during a performance period, including by way of example but without limitation the following: (a) asset write-downs or impairment charges; (b) litigation or claim judgments or settlements; (c) the effect of changes in tax laws, accounting principles or other laws or provisions affecting reported results; (d) accruals for reorganization and restructuring programs; (e) extraordinary nonrecurring items as described in then-current accounting principles; (f) extraordinary nonrecurring items as described in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to shareowners for the applicable year; (g) acquisitions or divestitures; and (h) foreign exchange gains and losses. To the extent such inclusions or exclusions affect Awards to Covered Employees, they shall be prescribed in a form that meets the requirements of Code Section 162(m) for deductibility.



11.5. CERTIFICATION OF PERFORMANCE GOALS. Any payment of a Qualified Performance-Based Award granted with performance goals pursuant to Section 11.3 above shall be conditioned on the written certification of the Committee in each case that the performance goals and any other material conditions were satisfied. Except as specifically provided in Section 11.3, no Qualified Performance-Based Award held by a Covered Employee or by an employee who in the reasonable judgment of the Committee may be a Covered Employee on the date of payment, may be amended, nor may the Committee exercise any discretionary authority it may otherwise have under the Plan with respect to a Qualified Performance-Based Award under the Plan, in any manner to waive the achievement of the applicable performance goal based on Qualified Business Criteria or to increase the amount payable pursuant thereto or the value thereof, or otherwise in manner that would cause the Qualified Performance-Based Award to cease to qualify for the Section 162(m) Exemption.

ARTICLE 12  
DIVIDEND EQUIVALENTS

12.1. GRANT OF DIVIDEND EQUIVALENTS. The Committee is authorized to pay Dividend Equivalents with respect to Full-Value Awards made hereunder, subject to such terms and conditions as may be selected by the Committee. Dividend Equivalents shall entitle the Participant to receive payments equal to ordinary cash dividends or distributions with respect to all or a portion of the number of Shares subject to a Full-Value Award, as determined by the Committee. The Committee may provide that Dividend Equivalents (i) will be deemed to have been reinvested in additional Shares or otherwise reinvested, or (ii) except in the case of Performance Awards, will be paid or distributed to the Participant as accrued (in which case, such Dividend Equivalents must be paid or distributed no later than the 15th day of the 3rd month following the later of (A) the end of the calendar year in which the corresponding dividends were paid to shareowners, or (B) the end of the first calendar year in which the Participant's right to such Dividends Equivalents is no longer subject to a substantial risk of forfeiture).

ARTICLE 13  
STOCK OR OTHER STOCK-BASED AWARDS

13.1. STOCK OR OTHER STOCK-BASED AWARDS. The Committee is authorized, subject to limitations under applicable law, to make such other Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares, as deemed by the Committee to be consistent with the purposes of the Plan, including without limitation Shares awarded purely as a "bonus" and not subject to any restrictions or conditions, convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, and Awards valued by reference to book value of Shares or the value of securities of or the performance of specified Parents or Subsidiaries. The Committee shall determine the terms and conditions of such Awards.

ARTICLE 14  
PROVISIONS APPLICABLE TO AWARDS

14.1. AWARD AGREEMENTS. Each Award shall be evidenced by an Award Agreement. Each Award Agreement shall include such provisions, not inconsistent with the Plan, as may be specified by the Committee.

14.2. FORM OF PAYMENT FOR AWARDS. At the discretion of the Committee, payment of Awards may be made in cash, Stock, a combination of cash and Stock, or any other form of property as the Committee shall determine. In addition, payment of Awards may include such terms, conditions, restrictions and/or limitations, if any, as the Committee deems appropriate, including, in the case of Awards paid in the form of Stock, restrictions on transfer and forfeiture provisions.

14.3. LIMITS ON TRANSFER. No right or interest of a Participant in any unexercised or restricted Award may be pledged, encumbered, or hypothecated to or in favor of any party other than the Company or a Subsidiary, or shall be subject to any lien, obligation, or liability of such Participant to any other party other than the Company or a Subsidiary. No unexercised or restricted Award shall be assignable or transferable by a Participant other than by will or the laws of descent and distribution.

14.4. STOCK TRADING RESTRICTIONS. All Stock issuable under the Plan is subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply with federal or state securities laws, rules and regulations and the rules of any national securities exchange or automated quotation system on which the Stock is listed, quoted, or traded. The Committee may place legends on any Stock Agreement or issue instructions to the transfer agent to reference restrictions applicable to the Stock.

14.5. TREATMENT UPON TERMINATION OF SERVICE. The applicable Award Agreement or other special Plan document governing an Award shall specify the treatment of such Award upon the termination of a Participant's Continuous Service.

14.6. EFFECT OF A CHANGE IN CONTROL. The provisions of this Section 14.6 shall apply in the case of a Change in Control, unless otherwise provided in the Award Agreement or any special Plan document or separate agreement with a Participant governing an Award.

- (a) Awards Assumed or Substituted by Surviving Entity. With respect to Awards assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with a Change in Control: if within one year after the effective date of the Change in Control, a Participant's employment is involuntarily terminated other than for cause, then (i) all of that Participant's outstanding Options or SARs shall become fully exercisable, (ii) all time-based vesting restrictions on his or her outstanding Awards shall lapse, and (iii) the payout level under all of that Participant's performance-based Awards that were outstanding immediately before the effective time of the Change in Control shall be determined and deemed to have been earned as of the date of termination based upon (A) an assumed achievement of all relevant performance goals at the "target" level if the date of termination occurs during the first half of the applicable performance period, or (B) the actual level of achievement of all relevant performance goals against target (measured as of the end of the calendar quarter immediately preceding the date of termination), if the date of termination occurs during the second half of the applicable performance period, and, in either such case, there shall be a pro rata payout to such Participant within 60 days following the date of termination of employment (unless a later date is required under Section 17.3), based upon the length of time (in days) within the performance period that has elapsed prior to the date of termination of employment. Any Options or SARs shall thereafter continue or lapse in accordance with the other provisions of the Plan and the Award Agreement.

- (b) Awards not Assumed or Substituted by Surviving Entity. Upon the occurrence of a Change in Control, and except with respect to any Awards assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with the Change in Control in a manner approved by the Committee or the Board: (i) outstanding Options or SARs shall become fully exercisable, (ii) time-based vesting restrictions on outstanding Awards shall lapse, and (iii) the payout level attainable under outstanding performance-based Awards shall be deemed to have been fully earned as of the effective date of the Change in Control based upon (A) an assumed achievement of all relevant performance goals at the “target” level if the Change in Control occurs during the first half of the applicable performance period, or (B) the actual level of achievement of all relevant performance goals against target measured as of the date of the Change in Control, if the Change in Control occurs during the second half of the applicable performance period, and, in either such case, there shall be a pro rata payout to Participants within sixty (60) days following the Change in Control (unless a later date is required by Section 17.3 hereof), based upon the length of time (in days) within the performance period that has elapsed prior to the Change in Control. Any Options or SARs shall thereafter continue or lapse in accordance with the other provisions of the Plan and the Award Agreement.

14.7. ACCELERATION FOR OTHER REASONS. Regardless of whether an event has occurred as described in Section 14.5 or 14.6 above, and subject to Article 11 as to Qualified Performance-Based Awards, the Committee may in its sole discretion at any time determine that, upon the termination of service of a Participant for any reason, or the occurrence of a Change in Control, all or a portion of such Participant’s Options or SARs shall become fully or partially exercisable, that all or a part of the restrictions on all or a portion of the Participant’s outstanding Awards shall lapse, and/or that any performance-based criteria with respect to any Awards held by that Participant shall be deemed to be wholly or partially satisfied, in each case, as of such date as the Committee may, in its sole discretion, declare. The Committee may discriminate among Participants and among Awards made to a Participant in exercising its discretion pursuant to this Section 14.7.

14.8. FORFEITURE EVENTS. Awards under the Plan shall be subject to any compensation recoupment policy that the Company may adopt from time to time that is applicable by its terms to the Participant. In addition, the Committee may specify in an Award Agreement that the Participant’s rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but shall not be limited to, (i) termination of employment for cause, (ii) violation of material Company or Affiliate policies, (iii) breach of noncompetition, confidentiality or other restrictive covenants that may apply to the Participant, (iv) other conduct by the Participant that is detrimental to the business or reputation of the Company or any Affiliate, or (v) a later determination that the vesting of, or amount realized from, a Performance Award was based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, whether or not the Participant caused or contributed to such material inaccuracy. The Company shall seek to recover any Award made as required by the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any other “clawback” provision required by law or the listing standards of the Exchange.

14.9. SUBSTITUTE AWARDS. The Committee may grant Awards under the Plan in substitution for stock and stock-based awards held by employees of another entity who become employees of the Company or a Subsidiary as a result of a merger or consolidation of the former employing entity with the Company or a Subsidiary or the acquisition by the Company or a Subsidiary of property or stock of the former employing corporation. The Committee may direct that the substitute awards be made on such terms and conditions as the Committee considers appropriate in the circumstances.

ARTICLE 15  
CHANGES IN CAPITAL STRUCTURE

15.1. MANDATORY ADJUSTMENTS. In the event of a nonreciprocal transaction between the Company and its shareowners that causes the per-share value of the Stock to change (including, without limitation, any stock dividend, stock split, spin-off, rights offering, or large nonrecurring cash dividend), the Committee shall make such adjustments to the Plan and Awards as it deems necessary, in its sole discretion, to prevent dilution or enlargement of rights immediately resulting from such transaction. Action by the Committee may include: (i) adjustment of the number and kind of shares that may be delivered under the Plan; (ii) adjustment of the number and kind of shares subject to outstanding Awards; (iii) adjustment of the exercise price or base price of outstanding Awards or the measure to be used to determine the amount of the benefit payable on an Award; and (iv) any other adjustments that the Committee determines to be equitable. Notwithstanding the foregoing, the Committee shall not make any adjustments to outstanding Options or SARs that would constitute a modification or substitution of the stock right under Treas. Reg. Sections 1.409A-1(b)(5)(v) that would be treated as the grant of a new stock right or change in the form of payment for purposes of Code Section 409A. Without limiting the foregoing, in the event of a subdivision of the outstanding Stock (stock-split), a declaration of a dividend payable in Shares, or a combination or consolidation of the outstanding Stock into a lesser number of Shares, the authorization limits under Section 5.1 and 5.4 shall automatically be adjusted proportionately, and the Shares then subject to each Award shall automatically, without the necessity for any additional action by the Committee, be adjusted proportionately without any change in the aggregate purchase price therefor.

15.2. DISCRETIONARY ADJUSTMENTS. Upon the occurrence or in anticipation of any corporate event or transaction involving the Company (including, without limitation, any merger, reorganization, recapitalization, combination or exchange of shares, or any transaction described in Section 15.1), the Committee may, in its sole discretion, provide (i) that Awards will be settled in cash rather than Stock, (ii) that Awards will become immediately vested and non-forfeitable and exercisable (in whole or in part) and will expire after a designated period of time to the extent not then exercised, (iii) that Awards will be assumed by another party to a transaction or otherwise be equitably converted or substituted in connection with such transaction, (iv) that outstanding Awards may be settled by payment in cash or cash equivalents equal to the excess of the Fair Market Value of the underlying Stock, as of a specified date associated with the transaction, over the exercise or base price of the Award, (v) that performance targets and performance periods for Performance Awards will be modified, consistent with Code Section 162(m) where applicable, or (vi) any combination of the foregoing. The Committee's determination need not be uniform and may be different for different Participants whether or not such Participants are similarly situated.

15.3. GENERAL. Any discretionary adjustments made pursuant to this Article 15 shall be subject to the provisions of Section 16.2.

ARTICLE 16  
AMENDMENT, MODIFICATION AND TERMINATION

16.1. AMENDMENT, MODIFICATION AND TERMINATION. The Board or the Committee may, at any time and from time to time, amend, modify or terminate the Plan without shareowner approval; provided, however, that if an amendment to the Plan would, in the reasonable opinion of the Board or the Committee, either (i) materially increase the number of Shares available under the Plan, (ii) expand the types of awards under the Plan, (iii) materially expand the class of participants eligible to participate in the Plan, (iv) materially extend the term of the Plan, or (v) otherwise constitute a material change requiring shareowner approval under applicable laws, policies or regulations or the applicable listing or other requirements of an Exchange, then such amendment shall be subject to shareowner approval; and provided, further, that the Board or Committee may condition any other amendment or modification on the approval of shareowners of the Company for any reason, including by reason of such approval being necessary or deemed advisable (i) to comply with the listing or other requirements of an Exchange, or (ii) to satisfy any other tax, securities or other applicable laws, policies or regulations.

16.2. AWARDS PREVIOUSLY MADE. At any time and from time to time, the Committee may amend, modify or terminate any outstanding Award without approval of the Participant; provided, however:

- (a) Subject to the terms of the applicable Award Agreement, such amendment, modification or termination shall not, without the Participant's consent, reduce or diminish the value of such Award determined as if the Award had been exercised, vested, cashed in or otherwise settled on the date of such amendment or termination (with the per-share value of an Option or SAR for this purpose being calculated as the excess, if any, of the Fair Market Value as of the date of such amendment or termination over the exercise or base price of such Award);
- (b) The original term of an Option or SAR may not be extended without the prior approval of the shareowners of the Company;
- (c) Except as otherwise provided in Section 15.1, the exercise price of an Option or base price of a SAR may not be reduced, directly or indirectly, without the prior approval of the shareowners of the Company; and
- (d) No termination, amendment, or modification of the Plan shall adversely affect any Award previously made under the Plan, without the written consent of the Participant affected thereby. An outstanding Award shall not be deemed to be "adversely affected" by a Plan amendment if such amendment would not reduce or diminish the value of such Award determined as if the Award had been exercised, vested, cashed in or otherwise settled on the date of such amendment (with the per-share value of an Option or SAR for this purpose being calculated as the excess, if any, of the Fair Market Value as of the date of such amendment over the exercise or base price of such Award).

16.3. COMPLIANCE AMENDMENTS. Notwithstanding anything in the Plan or in any Award Agreement to the contrary, the Board or the Committee may amend the Plan or an Award Agreement, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Plan or Award Agreement to any present or future law relating to plans of this or similar nature (including, but not limited to, Code Section 409A), and to the administrative regulations and rulings promulgated thereunder. By accepting an Award under this Plan, a Participant agrees to any amendment made pursuant to this Section 16.3 to any Award made under the Plan without further consideration or action.

16.4 CORRECTION OF ERRORS. Notwithstanding anything in any Award Agreement to the contrary, the Committee may amend an Award Agreement, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of correcting errors occurring in connection with the grant or documentation of an Award, including rescinding an Award erroneously granted, including, but not limited to, an Award erroneously granted to an individual who does not qualify as an Eligible Participant on the date of grant. By accepting an Award under this Plan, a Participant agrees to any amendment made pursuant to this Section 16.4 to any Award made under the Plan without further consideration or action.

ARTICLE 17  
GENERAL PROVISIONS

17.1. RIGHTS OF PARTICIPANTS.

- (a) No Participant or any Eligible Participant shall have any claim to receive any Award under the Plan. Neither the Company, its Affiliates nor the Committee is obligated to treat Participants or Eligible Participants uniformly, and determinations made under the Plan may be made by the Committee selectively among Eligible Participants who receive, or are eligible to receive, Awards (whether or not such Eligible Participants are similarly situated).
- (b) Nothing in the Plan, any Award Agreement or any other document or statement made with respect to the Plan, shall interfere with or limit in any way the right of the Company or any Affiliate to terminate any Participant's employment or status as an officer, or any Participant's service as a director, at any time, nor confer upon any Participant any right to continue as an employee, officer or director of the Company or any Affiliate, whether for the duration of a Participant's Award or otherwise.
- (c) Neither an Award nor any benefits arising under this Plan shall constitute an employment contract with the Company or any Affiliate and, accordingly, subject to Article 16, this Plan and the benefits hereunder may be terminated at any time in the sole and exclusive discretion of the Committee without giving rise to any liability on the part of the Company or an of its Affiliates.
- (d) No Award gives a Participant any of the rights of a shareowner of the Company unless and until Shares are in fact issued to such person in connection with such Award.

17.2. WITHHOLDING. The Company or any Affiliate shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company or such Affiliate, an amount sufficient to satisfy the Company's federal, state, and local taxes withholding obligations (including any social tax obligation) required by law to be withheld with respect to any exercise, lapse of restriction or other taxable event arising as a result of the Plan. The obligations of the Company under the Plan will be conditioned on such payment or arrangements and the Company or such Affiliate will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. Unless otherwise determined by the Committee at the time the Award is made or thereafter, any such withholding requirement may be satisfied, in whole or in part, by withholding from the Award Shares having a Fair Market Value on the date of withholding equal to the amount that the Company determines is necessary to satisfy its withholding obligation. All such elections shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

17.3. SPECIAL PROVISIONS RELATED TO CODE SECTION 409A. It is intended that the payments and benefits provided under the Plan and any Award shall either be exempt from the application of, or comply with the requirements of Code Section 409A. The Plan and all Award Agreements shall be construed in a manner that effects such intent. Nevertheless, the tax treatment of the benefits provided under the Plan or any Award is not warranted or guaranteed. Neither the Company, its Affiliates nor their respective directors, officers, employees or advisers (other than in his or her capacity as a Participant) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant or other taxpayer as a result of the Plan or any Award.

17.4. UNFUNDED STATUS OF AWARDS. The Plan is intended to be an “unfunded” plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Affiliate. In its sole discretion, the Committee may authorize the creation of grantor trusts or other arrangements to meet the obligations created under the Plan to deliver Shares or payments in lieu of Shares with respect to Awards. This Plan is not intended to be subject to ERISA.

17.5. RELATIONSHIP TO OTHER BENEFITS. No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or benefit plan of the Company or any Affiliate unless provided otherwise in such other plan. Nothing contained in the Plan will prevent the Company from adopting other or additional compensation arrangements, subject to shareowner approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

17.6. FRACTIONAL SHARES. No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down.

17.7. GOVERNMENT AND OTHER REGULATIONS.

- (a) Notwithstanding any other provision of the Plan, no Participant who acquires Shares pursuant to the Plan may, during any period of time that such Participant is an affiliate of the Company (within the meaning of the rules and regulations of the Securities and Exchange Commission under the 1933 Act), sell such Shares, unless such offer and sale is made (i) pursuant to an effective registration statement under the 1933 Act, which is current and includes the Shares to be sold, or (ii) pursuant to an appropriate exemption from the registration requirement of the 1933 Act, such as that set forth in Rule 144 promulgated under the 1933 Act.

- (b) Notwithstanding any other provision of the Plan, if at any time the Committee shall determine that the registration, listing or qualification of the Shares covered by an Award upon any Exchange or under any foreign, federal, state or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of such Award or the purchase or receipt of Shares thereunder, no Shares may be purchased, delivered or received pursuant to such Award unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any condition not acceptable to the Committee. Any Participant receiving or purchasing Shares pursuant to an Award shall make such representations and agreements and furnish such information as the Committee may request to assure compliance with the foregoing or any other applicable legal requirements. The Company shall not be required to issue or deliver any certificate or certificates for Shares under the Plan prior to the Committee's determination that all related requirements have been fulfilled. The Company shall in no event be obligated to register any securities pursuant to the 1933 Act or applicable state or foreign law or to take any other action in order to cause the issuance and delivery of such certificates to comply with any such law, regulation or requirement.

17.8. GOVERNING LAW. To the extent not governed by federal law, the Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the State of Delaware.

17.9. SEVERABILITY. In the event that any provision of this Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

17.10. NO LIMITATIONS ON RIGHTS OF COMPANY. The grant of any Award shall not in any way affect the right or power of the Company to make adjustments, reclassification or changes in its capital or business structure or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets. The Plan shall not restrict the authority of the Company, for proper corporate purposes, to draft or assume awards, other than under the Plan, to or with respect to any person. If the Committee so directs, the Company may issue or transfer Shares to an Affiliate, for such lawful consideration as the Committee may specify, upon the condition or understanding that the Affiliate will transfer such Shares to a Participant in accordance with the terms of an Award made to such Participant and specified by the Committee pursuant to the provisions of the Plan.



## ADDENDUM ONE

For French Tax Residents and/or for French Employees affiliated to the French social security regime on a mandatory basis at Award Date

Options granted under The Coca-Cola Company 2014 Equity Plan to employees based in France (the "French Employees") of the Subsidiaries of The Coca-Cola Company (the "Company") may be granted under the terms of this Addendum One as follows:

- 1) Notwithstanding any other provision of the Plan, options granted to any French Employee who is a consultant, an "Administrateur," or a member of the "Conseil de Surveillance," as these terms are defined in French Corporate law, and who does not have a work contract with the Company or its Subsidiaries will be deemed to have not been granted an option pursuant to this Addendum One.
  - 2) Notwithstanding any other provision of the Plan, the number of options offered through the Plan cannot exceed one third of the capital of the Company.
  - 3) Options may be granted only to French Employees who hold less than ten percent of the outstanding shares of the Company as of the Award Date.
  - 4) Notwithstanding any other provision of the Plan, any option with an exercise price on the date of grant of the option that is less than 80% of the average of the market value of the underlying share during the 20 trading days preceding the date of grant shall be deemed to have not been granted under this Addendum One.
  - 5) Notwithstanding any other provision of the Plan, options cannot be granted during the 20 trading days after the payment of a dividend or after an increase of capital reserved to the shareholders.
  - 6) Notwithstanding any other provision of the Plan, no options can be granted during the ten trading days preceding or following the publication of the annual financial consolidated account or the annual financial statement.
  - 7) Notwithstanding any other provision of the Plan, no options can be granted during the period starting the date the corporate management of the company is aware of information the publication of which could have a substantial consequence on the fair market value of the shares and ending ten trading days after the publication of this information.
  - 8) Notwithstanding any other provision of the Plan, the exercise price of an option shall be adjusted only upon the occurrence of the events strictly specified under Article L. 225-181 of the French Commercial Code. Any reduction by the Company, to the exercise price of an outstanding and unexercised option previously issued under this Addendum One, to the current fair market value of the underlying share shall be deemed to not have been an option granted under this Addendum One.
  - 9) Notwithstanding any other provision of the Plan, to the extent an option was exercisable by a French Employee at the time of his death, such option shall remain exercisable for a maximum period of six months from the date of the French Employee's death (including death during/after Disability).
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## ADDENDUM TWO

For French Tax Residents and/or for French Employees affiliated to the French social security regime on a mandatory basis at Award Date

The Committee has determined that it is necessary and advisable to establish a subplan for the purpose of permitting Performance Awards to qualify for French specific tax and social security treatment. Therefore, Performance Awards granted under the Plan to employees and officers of Related Companies in France (the “French Employees”) may be granted under the terms of this Addendum Two to the Plan and applying to the Award Agreement, provided that such Awards shall not have terms that would not otherwise be allowed under the general terms of the Plan. The authorization to grant Awards under this Addendum Two shall be for a limited period ending on the date of the Company’s 2024 annual shareholders’ meeting.

- 1) Unless otherwise defined herein, the terms defined in this Addendum Two shall have the same meanings as defined in the Plan and in the Award Agreement. In the event of a conflict between the terms and conditions of the Plan, this Addendum Two and the Award Agreement, the terms and conditions of the Plan shall prevail except for the following additional terms that shall be defined as follows:

“Disability” means disability as determined in categories 2 and 3 under Article L. 341-4 of the French Social Security Code.

“Related Companies” means the companies within the meaning of Article L. 225-197-2 of the French Commercial Code or any provision substituted for same.

“Closed Period” means (i) ten quotation days preceding and the three quotation days following the disclosure to the public of the consolidated financial statements or annual statement of The Coca-Cola Company; or (ii) the period as from the date the corporate management entities (involved in the governance of the company, such as the Board, Committee, supervisory, in the case it would be disclosed to the public, significantly impact the quotation of the shares of the Company, until ten quotation days after the day such information is disclosed to the public.

- 2) This Addendum Two shall be applicable to French Employees and corporate officers (*e.g., Président du Conseil d’Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de sociétés par actions*) of a Related Company and who is a French tax resident and/or affiliated to the French social security regime on a mandatory basis at the Award Date.
- 3) Any Awards granted under this Addendum Two shall include, either:
  - a. An acquisition period of at least two years (at the end of which the shares are released to the French Employees) followed by a minimum two-year holding period (during which the Shares cannot be disposed of). As from the end of the holding period, the shares shall be freely transferable, subject to legal and regulatory provisions in force; or
  - b. An acquisition period of at least four years (at the end of which the shares are released to the French Employees). Shares released shall be freely transferable, subject to legal and regulatory provisions in force.
- 4) Awards may be granted only to French Employees who hold less than ten percent of the outstanding Shares of the Company at the Award Date, being specified that a grant cannot entitle a French Employee to hold more than ten percent of the outstanding Stock of the Company.

- 5) The Shares (i) shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of until the end of the two-year holding period following the release date, and (ii) shall, if the French Employee's continuous employment with the Related Companies shall terminate for any reason (except as otherwise provided in items 9 and 10, herein) before the end of the performance period, be forfeited to the Company forthwith, and all the rights of the French Employee to such Award Agreement shall immediately terminate.
- 6) Unless and until such time as Shares awarded are released to the French Employee, the French Employee shall have no ownership of the Shares allocated to the awards and shall have no right to vote and to receive dividends, if applicable, subject to the terms, conditions and restrictions described in the Plan, in the Award Agreement and herein.
- 7) For compliance purpose with French law, the Shares granted shall not be transferable during the Closed Period.
- 8) In the event of the death of a French Employee occurring prior to the release date, his/her heirs and assigns may claim the release of the Shares of the deceased French Employee within six months following the date of death. Thereafter, the award will lapse and be null and void. Provisions of the Award Agreement shall apply. However, the French Employee's heirs shall not be bound by the holding period as defined in item 3 above, if any.
- 9) In the event of the Disability of a French Employee occurring prior to the release date, the Shares will be issued and/or released to the French Employee within the period defined in the Award Agreement and following the acknowledgement by the Company of the Disability. The French Employee shall not be bound by the holding period as defined in item 3 above, if any.
- 10) Any additional and specific condition to the grant of Shares shall be contained in the Award Agreement (i.e., Continuous Service, performance conditions, etc.).

**PERFORMANCE SHARE AGREEMENT  
The Coca-Cola Company 2014 Equity Plan**

The Coca-Cola Company (the “Company”) hereby agrees to award to the recipient named below (the “Recipient”) performance share units over the number of shares of Common Stock, \$.25 par value, of the Company (the “Shares”) set forth below as the “Target Award” (the “Award”) in accordance with and subject to the terms, conditions and restrictions of this Performance Share Agreement, including any country-specific provisions for the Recipient’s country in Appendix A attached hereto (“Appendix A”, together with Appendix B and the Performance Share Agreement, the “Agreement”). The Award shall settle as Shares, but until such settlement, the Award will be denominated in performance share units. The Shares awarded will be released to the Recipient on the date set forth below (“Release Date”) if the conditions described in this Agreement are satisfied. Such Award will be made under the terms of The Coca-Cola Company 2014 Equity Plan (the “Plan”), as amended.

Name of Recipient:                               XXXXXXXXXX  
Target Award:                                    XXXXXX Shares  
Award Date:

The following dates are applicable for this Award:

<b>Performance Period(s)</b>	
<b>Service Period</b>	
<b>Performance Certification Date</b>	<b>[Date], on the date of the Compensation Committee meeting</b>
<b>Release Date</b>	

Performance Criteria: The performance criteria shown in Appendix B must be met for Shares to be released pursuant to an Award under this Agreement. There may be different performance criteria for different business, geographic or other organizational units that is not shown on Appendix B. The performance criteria that applies originally shall be based on the business, geographic or other organizational unit in which a Recipient is employed on the first day of the Performance Period. Should the Recipient move to a different business, geographic or organizational unit, or to an Affiliate, during the Performance Period, prorrations or adjustments shall be made pursuant to guidelines established by the Company from time to time. The number of Shares that may be released on the Release Date shall be determined based upon the Target Award and the schedule shown in Appendix B, subject to Sections 1 and 3, and in the case of transfer, to the above-mentioned guidelines. Appendix B constitutes part of this Agreement.

**TERMS AND CONDITIONS OF THIS AGREEMENT**

- (1) **General Conditions.** This Award is in the form of performance share units that settle in Shares at the Release Date. If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date. If these conditions are not satisfied, the Award shall be forfeited. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein.
  - (a) **Continuous Employment.** Except as provided in Section 3 or in Appendix A, the Shares shall be released on the Release Date only if the Recipient is continuously employed by the Company, or if different, the Recipient’s employer (the “Employer”), or an Affiliate from the Award Date until the Release Date.
  - (b) **Performance Conditions.** The Shares shall be issuable only if (and to the extent) that the Performance Criteria, set forth herein, are satisfied during the Performance Period. The Controller of the Company and the Compensation Committee of the Board of Directors of the Company shall certify whether, and to what extent, the Performance Criteria have been achieved. If the minimum performance is not met, no Shares shall be issued and the Award shall be forfeited.
- (2) **Shares, Dividends and Voting Rights.** As soon as administratively practicable following the Release Date, or as otherwise provided in Section 3 below, the number of Shares determined based on the Performance Criteria shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. Except as provided in Section 3 below, all Awards shall be settled in Shares.

Prior to the Release Date, the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date, the Recipient shall not be entitled to receive dividends, dividend equivalents and shall not have any other rights with respect to the Shares.

(3) **Employment Events.**

(a) Subject to the attached Appendix A, if any of the employment events listed below occur prior to the Release Date, the terms of this subparagraph shall apply. The following table describes the result depending on the reason for the Recipient's termination of employment, or other employment event, and the timing of the same. In the event of the Recipient's termination of employment prior to the Release Date for reasons other than those set forth below, the Award shall be forfeited.

Event	During the Performance Period	During the Service Period
Disability	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Service Period continues.</li> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Employment with the Company or a Subsidiary terminates because of Disability	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Employee is involuntarily terminated from the Company or a Subsidiary after attaining age 50 and completing 10 Years of Service because of a reduction in workforce, internal reorganization, or job elimination and employee signs a release of all claims and, if requested, an agreement on confidentiality and competition.	<ul style="list-style-type: none"> <li>· Awards held less than 12 months from the Award Date are forfeited.</li> <li>· For Awards held at least 12 months from the Award Date, such recipient shall be entitled to retain a prorated number of Shares subject to the Award if such Shares have been earned, unless otherwise specified at the time of grant. Shares will be prorated based on the number of whole and partial calendar months of service during the Performance Period through the date of termination of employment, with any partial calendar months equaling a whole calendar month. The number of Shares earned are issued and released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>	<ul style="list-style-type: none"> <li>· If all requirements met, earned Shares are released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>
Employment with the Company or a Subsidiary terminates after attaining age 60 and completing 10 Years of Service	<ul style="list-style-type: none"> <li>· Awards held less than 12 months from the Award Date are forfeited.</li> <li>· For Awards held at least 12 months from the Award Date, the Performance Period continues.</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>	<ul style="list-style-type: none"> <li>· Issue and/or release Shares earned on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>
Employment with the Company or an Affiliate terminates because of death	<ul style="list-style-type: none"> <li>· The Recipient's estate shall be paid a cash amount equal to the value of the Target Award. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days after the Recipient's death.</li> </ul>	<ul style="list-style-type: none"> <li>· If Shares have been issued, the Shares shall be released to the Recipient's estate within 90 days after the Recipient's death.</li> <li>· If Shares have not been issued, the Recipient's estate shall be paid a cash amount equal to the value of the Shares earned. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death (or in the case of death on a non trading day, the next trading day) and shall be paid within 90 days after the Recipient's death.</li> </ul>

Event	During the Performance Period	During the Service Period
Employment with the Company or a Subsidiary involuntarily terminates for reasons other than for cause within one year after a Change in Control	<ul style="list-style-type: none"> <li>· Award shall be treated as described in the Plan.</li> </ul>	<ul style="list-style-type: none"> <li>· Award shall be treated as described in the Plan.</li> </ul>
US military leave	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Unpaid leave of absence pursuant to published Company policy of 12 months or less <sup>1</sup>	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Service Period continues.</li> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Transfer, at Company's discretion, to an Affiliate that is not a Subsidiary	<ul style="list-style-type: none"> <li>· Performance Period continues.</li> <li>· The Performance Period will be prorated and based on the number of days the employee performed services for the respective business unit, group or for Corporate prior to transfer and the Performance Criteria for Corporate after the transfer.</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Service Period continues.</li> <li>· If all requirements met, earned Shares are released on the Release Date.</li> </ul>
Transfer to a Subsidiary that does not participate in the long term incentive program and for which no Performance Criteria is shown in Appendix B	<ul style="list-style-type: none"> <li>· Performance Period continues.</li> <li>· The Performance Period will be prorated and based on the number of days the employee performed services for the respective business unit, group or for Corporate prior to transfer and the Performance Criteria for Corporate after the transfer.</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Service Period continues.</li> <li>· If all requirements met, earned Shares are released on the Release Date.</li> </ul>
Recipient's Employer is no longer an Affiliate under the terms of the Plan (this constitutes a termination of employment under the Plan)	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>
Employment with an Affiliate terminates for any reason other than death	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>

<sup>1</sup> In the case of other leaves of absence not specified above, including any leaves that extend beyond twelve months, Recipients will be deemed to have terminated employment on the date of the leave (so that the Award will be forfeited as of the date the leave begins), unless the Committee identifies a valid business interest in doing otherwise, in which case it may specify what provisions it deems appropriate at its sole discretion; provided that the Committee shall have no obligation to consider any such matters.

(b) "Years of Service" for purposes of this agreement means "Years of Vesting Service" as that term is defined in The Coca-Cola Company Pension Plan, regardless of whether the Recipient is a participant in that plan.

- (4) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including any Power of Attorney, if requested and in the method directed by the Company.
- (5) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (6) **Notices.** Each notice relating to this Award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient on file with the Company, the Employer, and/or the Company's plan broker, Merrill, Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"). Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.
- (7) **Responsibility for Taxes.**
- (a) Irrespective of any action taken by the Company or the Employer, the Recipient hereby acknowledges and agrees that the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient's participation in the Plan and legally applicable to the Recipient ("Tax-Related Items"), is and remains the responsibility of the Recipient or the Recipient's estate (as applicable) and may exceed the amount actually withheld by the Company or the Employer. The Recipient acknowledges and understands that the requirements with respect to the Tax-Related Items may change from time to time as applicable laws or interpretations change.
- (b) Prior to any relevant taxable or tax withholding event, as applicable, the Recipient agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items withholding obligations by one or a combination of the following:
- (1) withholding from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or the Employer, or any other payment of any kind otherwise due to the Recipient by the Company and/or the Employer; or
  - (2) withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf pursuant to this authorization without further consent); or
  - (3) retention of or withholding in Shares to be issued upon vesting/settlement of the Award.
- (c) If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Recipient is deemed to have been issued the full number of Shares subject to the Award, notwithstanding that a number of the Shares are retained solely for the purpose of paying the Tax-Related Items.
- (d) In addition, the Recipient shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

(c) The Recipient further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired pursuant to such settlement or release and the receipt of any dividends and/or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient is subject to tax in more than one jurisdiction, the Recipient acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy.

- (8) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the Award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such Award; and (b) this Agreement and the Award shall not affect in any way the right of the Company or the Employer to terminate or change the employment of the Recipient.
- (9) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of the Recipient's employment from the Company and/or the Employer, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

(a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company, the Employer and/or any Affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;

(b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company, the Employer and/or any Affiliate which the Recipient was involved with during the Recipient's employment;

(c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of the Company, the Employer and/or any Affiliate that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any Affiliate, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

(d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of the Company, the Employer and/or any Affiliate that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any Affiliate, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;

(e) *Return of Materials* – failure of the Recipient, in the event of the Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to the Recipient by virtue of the Recipient's employment with the Company, the Employer or any Affiliate, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to the Recipient by virtue of the Recipient's employment with the Company, the Employer or any Affiliate;

(f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;



(g) *Non-Solicitation* – soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of the Recipient’s employment with the Company, the Employer or any Affiliate; or

(h) *Violation of Company Policies* – violating any written policies of the Company or the Employer applicable to Recipient, including without limitation the Company’s insider trading policy.

(10) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.

(11) **Data Privacy.** The Recipient hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Recipient’s personal data as described in this Agreement and any other Award materials by and among, as applicable, the Employer, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Recipient’s participation in the Plan.

The Recipient understands that the Employer, the Company and any Affiliate may hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and details of all Awards or any other entitlements to shares of stock awarded, cancelled, vested, unvested, or outstanding in the Recipient’s favor (“Data”), for the exclusive purpose of implementing, administering or managing the Plan. Certain Data may also constitute “sensitive personal data” within the meaning of applicable local law. Such Data includes, but is not limited to, the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company, the Employer and any Affiliate to process any such Data.

The Recipient understands that Data will be transferred to Merrill Lynch, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients’ country (e.g., the United States) may have different data privacy laws and protections than the Recipient’s country. The Recipient understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Recipient authorizes the Company, Merrill Lynch and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient’s participation in the Plan. The Recipient understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Recipient’s consent is that the Company would not be able to grant the Recipient Awards or other equity awards or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect the Recipient’s ability to participate in the Plan. For more information on the consequences of the Recipient’s refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.

(12) **Nature of Award.** In accepting the Award, the Recipient acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and the Company can amend, modify, suspend, cancel or terminate it at any time, to the extent permitted under the Plan;

(b) this Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;

(c) all determinations with respect to any future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;

(d) participation in this Plan or program is voluntary;

(e) this Award and the underlying Shares, and any income derived therefrom are not paid in lieu of and are not intended to replace any pension rights or compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, dismissal, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement or welfare benefits or similar payments;

(f) for purposes of the Award, the Recipient's employment or service relationship will be considered terminated as of the date the Recipient is no longer actively providing services to the Company or any Affiliate (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Recipient's right to vest in the Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Recipient's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Award (including whether the Recipient may still be considered to be providing services while on a leave of absence);

(g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of the Recipient's employment or other service relationship (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and in consideration of the grant of the Award to which the Recipient is otherwise not entitled, the Recipient irrevocably agrees never to institute any claim against the Company, the Employer or any Affiliate; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Recipient shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(i) the Award and the Recipient's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, the Employer or any Affiliate and shall not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate the Recipient's employment or service relationship (if any); and

(j) if the Recipient is providing services outside the United States, the Recipient acknowledges and agrees that neither the Company, the Employer nor any Affiliate shall be liable for any foreign exchange rate fluctuation between the Recipient's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to the Recipient pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.

(13) **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Recipient's participation in the Plan, or the Recipient's acquisition or sale of the underlying Shares. The Recipient is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

(14) **Entire Agreement; Severability.** The Plan and this Agreement set forth the entire understanding between the Recipient, the Employer, the Company, and any Affiliate regarding the acquisition of the Shares and supersedes all prior oral and written agreements pertaining to this Award. If all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.

(15) **Governing Law and Venue.** This Award and this Agreement has been made in and shall be governed by, construed under and in accordance with the laws of the State of Delaware, United States of America, without regard to the conflict of law provisions, as provided in the Plan. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Award or this Agreement, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

- (16) **Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Award prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Recipient’s consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.
- (17) **Language.** If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
- (18) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (19) **Appendix A.** The Award shall be subject to any special terms and conditions for the Recipient’s country set forth in Appendix A. Moreover, if the Recipient relocates to one of the countries included in Appendix A, the special terms and conditions for such country will apply to the Recipient, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.
- (20) **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Recipient’s participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- (21) **Waiver.** The Recipient acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Recipient or any other Recipient.
- (22) **Insider Trading Restrictions/Market Abuse Laws.** The Recipient acknowledges that, depending on the Recipient’s country of residence, the Recipient may be subject to insider trading restrictions and/or market abuse laws, which may affect the Recipient’s ability to acquire or sell shares of Common Stock or rights to shares of Common Stock (e.g., Awards) under the Plan during such times as the Recipient is considered to have “inside information” regarding the Company (as defined by the laws in the Recipient’s country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company’s insider trading policy. The Recipient acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Recipient is advised to speak to his or her personal advisor on this matter.

THE COCA-COLA COMPANY

\_\_\_\_\_  
Authorized Signature

*Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient’s heirs pursuant to the Recipient’s will or the laws of descent and distribution.*

### **Power of Attorney**

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

**APPENDIX A**  
**THE COCA-COLA COMPANY**  
**2014 EQUITY PLAN**  
**PERFORMANCE SHARE AGREEMENT**

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Award granted to the Recipient under the Plan if the Recipient works in one of the countries listed below. If the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the Company will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to the Recipient.

Certain capitalized terms used but not defined in this Appendix have the same meanings set forth in the Plan and/or the Agreement, as applicable.

***Notifications***

This Appendix also includes information regarding securities, exchange control and certain other tax or legal issues of which the Recipient should be aware with respect to the Recipient's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of December 2015. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Recipient not rely on the information in this Appendix as the only source of information relating to the consequences of the Recipient's participation in the Plan because the information may be out of date when the Award vests, Shares are issued to the Recipient and/or the Recipient sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Recipient's particular situation and the Company is not in a position to assure the Recipient of a particular result. Accordingly, the Recipient is advised to seek appropriate professional advice as to how the relevant laws in the Recipient's country may apply to his or her situation. Furthermore, additional privacy laws may apply in the Recipient's country.

Finally, if the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the information contained herein may not be applicable to the Recipient in the same manner.

**ARGENTINA**

***Notifications***

**Securities Law Information**

The Recipient understands that neither the Awards nor the Shares underlying the Awards are publicly offered or listed on any stock exchange in Argentina. Therefore the offer of the Awards does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

### **Exchange Control Information**

If the Recipient transfers proceeds from the sale of Shares and any cash dividends into Argentina, the Recipient may be subject to certain restrictions. If the transfer of funds received in connection with the Award into Argentina is made within 10 days of receipt, 30% of the amount transferred into Argentina may be subject to mandatory deposit in a non-interest bearing account for a holding period of 365 days. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer sale proceeds into Argentina (e.g., evidence of the sale, proof of the source of the funds used to purchase the Shares, etc.). If the bank determines that the 10-day rule or any other rule or regulation promulgated by the Argentine Central Bank has not been satisfied, it will require that 30% of the proceeds be placed in a non-interest bearing deposit account for a holding period of 365 days.

The Recipient is solely responsible for complying with the exchange control rules that may apply to the Recipient in connection with his or her participation in the Plan and/or transfer of proceeds from the sale of Shares or receipt of dividends acquired under the Plan into Argentina. Prior to transferring funds into Argentina, the Recipient should consult his or her local bank and/or exchange control advisor to confirm what will be required by the bank because interpretations of the applicable Central Bank regulations vary by bank and exchange control rules and regulations are subject to change without notice.

### **Foreign Asset/Account Reporting Information**

Argentinian residents must report any Shares acquired under the Plan and held by the resident on December 31 of each year on their annual tax return for that year.

### **AUSTRALIA**

#### *Terms and Conditions*

#### **Australian Offer Document**

The offer of the Award is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of the Award to Australian resident employees, which will be provided to the Recipient with the Agreement.

#### *Notifications*

#### **Securities Law Information**

The Recipient understands that if he or she acquires Shares upon vesting/settlement of the Award and subsequently offers such Shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law. The Recipient should obtain legal advice regarding applicable disclosure requirements prior to making any such offer.

#### **Exchange Control Information**

Australian residents must report inbound and/or outbound cash transactions exceeding A\$10,000 and inbound and/or outbound international fund transfers of any value if the transfers do not involve an Australian bank.

### **AUSTRIA**

#### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Austria.

#### **Consumer Protection Information**

The Recipient may be entitled to revoke the Agreement on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

- (i) The revocation must be made within one week after the acceptance of the Agreement.

- (ii) The revocation must be in written form to be valid. It is sufficient if the Recipient returns the Agreement to the Company or the Company's representative with language that can be understood as the Recipient's refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

#### **Exchange Control Information**

If the Recipient holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares and any cash dividends) outside of Austria (even if the Recipient holds them outside of Austria at a branch of an Austrian bank), the Recipient may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded.

Specifically, if the Recipient is an Austrian resident and holds securities outside of Austria, reporting requirements will apply if the value of such securities meets or exceeds (i) €30,000,000 as of the end of any calendar quarter, or (ii) €5,000,000 as of December 31. Further, if the Recipient holds cash in accounts outside of Austria, monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €3,000,000.

#### **BAHRAIN**

There are no country specific provisions.

#### **BELGIUM**

##### *Notifications*

##### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Belgium.

##### **Foreign Asset/Account Reporting Information**

The Recipient is required to report any taxable income attributable to the Award on his or her annual tax return. Additionally, Belgian residents are required to report any security or bank accounts (including brokerage accounts) maintained outside of Belgium on their annual tax return. In a separate report, they will be required to provide the National Bank of Belgium with certain details regarding such foreign accounts.

#### **BRAZIL**

##### *Terms and Conditions*

##### **Nature of Grant**

The following provision supplements Section 12 of the Agreement:

The Recipient agrees that (i) he or she is making an investment decision, (ii) the Shares will be issued to him or her only if the vesting conditions are met and any necessary services are rendered by the Recipient over the vesting period, and (iii) the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to the Recipient.

##### **Compliance with Law**

By accepting the Award, the Recipient acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting/settlement of the Award and issuance and/or sale of Shares acquired under the Plan and the receipt of any dividends.

## ***Notifications***

### **Foreign Asset/Account Reporting Information**

If the Recipient is resident or domiciled in Brazil, the Recipient will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000 as of December 31. Assets and rights that must be reported include Shares acquired under the Plan.

## **CANADA**

### ***Terms and Conditions***

#### **Termination of Employment**

The following provision supplements Section 12(f) of the Agreement:

In the event of the Recipient's termination of employment for any reason (whether or not later found invalid or in breach of local employment laws or the terms of the Recipient's employment agreement, if any), any unvested portion of the Award shall be immediately forfeited without consideration. For purposes of the preceding sentence, the Recipient's right to vest in the Award will terminate effective as of the earlier of the following dates: (i) the date on which the Recipient's employment is terminated; (ii) the date the Recipient receives written notice of termination of employment from the Company or one of the Affiliates; or (iii) the date the Recipient is no longer actively providing services to the Company or one of the Affiliates. The right to vest in and exercise the Award (as discussed above) will not be extended by any notice period (e.g., active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Canadian laws or the terms of the Recipient's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Recipient's Award (including whether the Recipient may still be considered to be providing services while on a leave of absence).

#### **Data Privacy**

The following provision supplements Section 11 of the Agreement:

The Recipient hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Recipient further authorizes the Company, any Affiliates and any stock plan service provider that may be selected by the Company to assist with the Plan to disclose and discuss the Plan with their respective advisors. The Recipient further authorizes the Company and any Affiliates to record such information and to keep such information in the Recipient's employee file.

#### **Language Consent**

The following terms and conditions apply to the Recipients resident in Quebec:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

#### ***Consentement relatif à la langue utilisée***

*Les parties reconnaissent avoir exigé que cette convention («Agreement») soit rédigée en anglais, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente.*



## ***Notifications***

### **Securities Law Information**

The Recipient is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, New York Stock Exchange).

### **Foreign Asset/Account Reporting Information**

Canadian residents are required to report any foreign property (*e.g.*, Shares acquired under the Plan and possibly unvested Awards) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds C\$100,000 at any time in the year. It is the Recipient's responsibility to comply with these reporting obligations, and the Recipient should consult his or her own personal tax advisor in this regard.

## **CHILE**

## ***Notifications***

### **Securities Law Information**

Neither the Company nor Shares are registered with the Chilean Registry of Securities or under the control of the Chilean Superintendence of Securities.

### **Exchange Control Information**

It is responsibility of the Recipient to make sure that the Recipient complies with exchange control requirements in Chile when the value of Recipient's share transaction is in excess of US\$10,000.

If the aggregate value of the Shares received under the Award exceeds US\$10,000, the Recipient must sign Annex 1 of the Manual of Chapter XII of the Foreign Exchange Regulations and file it directly with the Central Bank within 10 days of the settlement of the Awards.

The Recipient is not required to repatriate funds obtained from the sale of the Shares. However, if the Recipient decides to repatriate such funds, the Recipient must do so through the Formal Exchange Market if the amount of the funds exceeds US\$10,000. In such case, the Recipient must report the payment to a commercial bank or registered foreign exchange office receiving the funds.

If Recipient's aggregate investments held outside of Chile exceeds US\$5,000,000 (including the investments made under the Plan), the Recipient must report the investments annually to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Please note that exchange control regulations in Chile are subject to change. The Recipient should consult with his or her personal legal advisor regarding any exchange control obligations that the Recipient may have in connection with the Award.

### **Annual Tax Reporting Obligation**

The Chilean Internal Revenue (the "CIRS") requires all taxpayers to provide information annually regarding: (i) the taxes paid abroad which they will use as a credit against Chilean income taxes, and (ii) the results of foreign investments. These annual reporting obligations must be complied with by submitting a sworn statement setting forth this information before March 15 of each year. The forms to be used to submit the sworn statement are Tax Form 1853 "Annual Sworn Statement Regarding Credits for Taxes Paid Abroad" and Tax Form 1851 "Annual Sworn Statement Regarding Investments Held Abroad." If the Recipient is not a Chilean citizen and has been a resident in Chile for less than three years, the Recipient is exempt from the requirement to file Tax Form 1853. These statements must be submitted electronically through the CIRS website at <http://www.sii.cl>.

## **CHINA**

### **Terms and Conditions**

*The following provisions govern the Recipient's participation in the Plan if the Recipient is a national or passport holder of the People's Republic of China ("PRC") resident and working in mainland China:*

### **Separation from the Company**

Notwithstanding any provisions in the Agreement to the contrary, the following provisions apply in the event of separation from the Company or an Affiliate in China due to Disability and Retirement:

Awards held less than 12 months from the date of Award are forfeited.

For Awards held at least 12 months, the Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year prior to the year of termination of employment after having attained age 55 and completing 10 Years of Service ("Retirement") or Disability, as applicable. If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient shall be paid a cash amount equal to the value of the Shares that would have been earned based upon performance during the shortened period. The value shall be determined based on the closing price of the Shares on the date of the Recipient's Disability or Retirement, as applicable, and shall be paid within 90 days of the Recipient's Disability or Retirement, as applicable.

The following provision of Section 3(a) of the Agreement is replaced with the following:

Employment with the Company or a Subsidiary terminates after attaining age 55 and completing 10 Years of Service	<ul style="list-style-type: none"><li>· Awards held less than 12 months from the Award Date are forfeited.</li><li>· For Awards held at least 12 months from the Award Date, the Performance Period continues.</li><li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li></ul>	<ul style="list-style-type: none"><li>· Issue and/or release Shares earned on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li></ul>
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### **Exchange Control Requirements**

By accepting the Award, the Recipient acknowledges that he or she understands and agrees that, due to exchange control requirements in China, the Recipient is not permitted to transfer any Shares acquired under the Plan out of the Recipient's account established with the Company's designated broker. In addition, as a condition of participation, the Recipient must execute the Power of Attorney below and agree to certain special terms and conditions as set forth below to comply with exchange control requirements in China and allow the Plan to continue in operation. Any and all Awards granted to the Recipient (including any and all outstanding Awards previously granted, any Shares issued to the Recipient in respect thereof, as well as current and future grants of Awards issued to the Recipient hereafter) are subject to local exchange control requirements, including the following special terms and conditions:

(i) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the Recipient must sell all of the Shares received through the vesting of any Award within six (6) months following the Recipient's termination of employment for any reason, or within any other timeframe as may be required by the State Administration of Foreign Exchange ("SAFE"), Shanghai branch. In no event shall the Recipient be permitted to hold Shares later than six (6) months following the date of the Recipient's termination of employment for any reason, and the Company will authorize Merrill Lynch (or any successor broker designated by the Company) to sell the Shares (on the Recipient's behalf and pursuant to the authorization without further consent) should the Shares remain in the Recipient's account more than six (6) months following the Recipient's termination of employment. In addition, upon vesting of the Award, a set percentage of the Shares issued at vesting may need to be sold in order to cover any Tax-Related Items due at vesting.

The Recipient must authorize Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") or any successor broker designated by the Company to sell such Shares as described above (on the Recipient's behalf and pursuant to this authorization) and provide to the Company and/or Merrill Lynch any documentation or evidence necessary to effect such sale of the Shares. Neither the Company nor Merrill Lynch (or any successor broker designated by the Company) are under any obligation to arrange for such sale of the Shares at any particular price or on any specific date or time. Further, the Company shall have the exclusive discretion to determine when the Recipient is no longer actively providing service for purposes of the Award;

(ii) The Recipient must repatriate the cash proceeds from the sale of the Shares issued upon the vesting of the Award to China. Such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by the Company, the Employer or any other Affiliate in China, and any proceeds from the sale of any Shares the Recipient acquires may be transferred to such special account prior to being delivered to the Recipient (less any Tax-Related Items and any brokerage fees or commissions);

(iii) The Company will deliver the proceeds of the sale of Shares (less any Tax Related Items and any brokerage fees or commissions) to the Recipient as soon as possible, but there may be delays in distributing the funds to the Recipient due to exchange control requirements in China. Proceeds may be paid to the Recipient in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Recipient in U.S. dollars, the Recipient will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to the Recipient in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Recipient acknowledges and agrees that he or she bears the risk of any currency conversion rate fluctuation between the date that the Shares or any dividends paid on the Shares are sold, as applicable, and the date of conversion of the cash proceeds to local currency.

(iv) The Recipient further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

#### **Power of Attorney**

*The Recipient is a PRC national employee working for the Company, the Employer or another Related company in China and, by electing to participate in the Plan and accepting the Agreement (including this Appendix), the Recipient does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:*

(i) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;*

(ii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf any and all Shares the Recipient receives through the vesting of the Recipient's Award, which are still being held in his or her brokerage account as of the date which is six (6) months following the date of his or her termination of employment;*

(iii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) repatriate the proceeds of the sale of the Recipient's Shares through a special exchange control account in China established by the Company, the Employer or any other Affiliate;*

(iv) *To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares and the repatriation and delivery of the cash proceeds from such sale;*

(v) To take any additional action that may be necessary or appropriate for implementation of the Plan with SAFE and any other competent PRC authority, including but not limited to the transfer of funds through a special exchange control account in China; and

(vi) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

#### **Notifications**

#### **Foreign Asset/Account Reporting Information**

The Recipient may be required to report to SAFE all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents. Under these rules, the Recipient may be subject to reporting obligations for the Awards, Shares acquired under the Plan, the receipt of any dividends and the sale of Shares.

#### **COSTA RICA**

There are no country-specific provisions.

#### **EGYPT**

#### **Notifications**

#### **Exchange Control Information**

If the Recipient transfers funds into Egypt in connection with the Award, the Recipient is required to transfer the funds through a registered bank in Egypt.

#### **FRANCE**

#### **Terms and Conditions**

#### **Awards Not Tax-Qualified**

The Award is not intended to be a tax-qualified or tax-preferred award, including without limitation, under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code. The recipient is encouraged to consult with a personal tax advisor to understand the tax and social insurance implications of the Award.

#### **Language Consent**

By accepting the French Award, the Recipient confirms having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English language. The Recipient accepts the terms of those documents accordingly. The Recipient confirms that the Recipient has a good knowledge of the English language.

*En acceptant l'Attribution, le Bénéficiaire confirme avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été fournis en langue anglaise. Le Bénéficiaire accepte les dispositions de ces documents en connaissance de cause. Etant précisé que le Titulaire a une bonne maîtrise de la langue anglaise.*

### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in France.

#### **Foreign Asset/Account Information**

The Recipient may hold Shares acquired upon vesting/settlement of the Award, any proceeds resulting from the sale of Shares or any dividends paid on such Shares outside of France, provided the Recipient declares all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) with his or her annual income tax return. Failure to complete this reporting may trigger penalties for the resident.

### **GERMANY**

### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Germany.

#### **Exchange Control Information**

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the Recipient makes or receives a payment in excess of this amount, he or she is required to report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via Bundesbank’s website (www.bundesbank.de).

### **GREECE**

### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Greece.

### **HONG KONG**

### *Terms and Conditions*

#### **Securities Law Notice**

*WARNING: The Award and the Shares underlying the Awards do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates participating in the Plan. The Recipient should be aware that the contents of the Agreement have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Agreement and the Plan are intended only for the personal use of each Recipient and may not be distributed to any other person. The Recipient is advised to exercise caution in relation to the offer of the Award. If the Recipient is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the Recipient should obtain independent professional advice.*

#### **Sale of Shares**

Any Shares received at vesting are accepted as a personal investment. In the event that any portion of this Award vests within six months of the Award Date, the Recipient agrees that he or she will not offer to the public or otherwise dispose of the Shares acquired prior to the six-month anniversary of the Award Date.

## ***Notifications***

### **Occupational Retirement Schemes Ordinance Alert**

The Company specifically intends that neither the Award nor the Plan will be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“ORSO”).

## **INDIA**

### ***Notifications***

#### **Exchange Control Information**

The Recipient must repatriate to India all funds resulting from the sale of Shares within 90 days and all proceeds from the receipt of any dividends within 180 days. The Recipient will receive a foreign inward remittance certificate (“FIRC”) from the bank where he or she deposits the foreign currency. The Recipient should maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation.

#### **Foreign Asset/Account Reporting Information**

The Recipient is required to declare in his or her annual tax return his or her foreign financial assets (including Shares) and any foreign bank accounts. The Recipient understands that it is the Recipient’s responsibility to comply with this reporting obligation and is advised to confer with a personal tax advisor in this regard.

## **IRELAND**

### ***Notifications***

#### **Director Notification Requirement**

If the Recipient is a director, shadow director or secretary of an Irish Affiliate, the Recipient is required to notify such Irish Affiliate in writing within five business days of (i) receiving or disposing of an interest in the Company (*e.g.*, the Awards, Shares, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director, shadow director or secretary of an Irish Affiliate if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary, as the case may be).

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Ireland.

## **ITALY**

### ***Terms and Conditions***

#### **Data Privacy**

The following provision replaces Section 11 of the Agreement:

The Recipient understands that the Company, the Employer and any Affiliate may hold certain personal information about him or her, including, but not limited to, the Recipient’s name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Affiliate, details of all Awards, or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Recipient’s favor (“Data”), for the exclusive purpose of implementing, managing and administering the Plan. The Recipient is aware that providing the Company with Data is necessary for the performance of the Plan and that his or her refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Recipient’s ability to participate in the Plan.

The Controller of personal data processing is The Coca-Cola Company with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is Coca-Cola Italia S.r.l., Edison Park Center, Viale Tommaso Edison 110, 20099 Sesto San Giovanni, Milan, Italy.

The Recipient understands that Data may be transferred to the Company or any of its Affiliates, or to any third parties assisting in the implementation, management and administration of the Plan, including any transfer required to its designated broker or other third party with whom Shares acquired under the Plan or cash from the sale of such Shares may be deposited. Furthermore, the recipients that may receive, possess, use, retain, and transfer such Data may be located in Italy or elsewhere, including outside the European Union, and the recipients' country (e.g., the United States) may have different data privacy laws and protections than Italy.

The processing activity, including transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Recipient's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. The Recipient understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The Recipient understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing. Furthermore, the Recipient is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Recipient's local human resources representative.

#### **Plan Document Acknowledgment**

In accepting the Award, the Recipient acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

The Recipient acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Section (3) Employment Events; Section (7) Responsibility for Taxes; Section (12) Nature of Award; Section (15) Governing Law and Venue; Section (18) Electronic Delivery and Acceptance; Section (19) Appendix A; Section (20) Imposition of Other Requirements; and the Data Privacy section above.

#### *Notifications*

#### **Foreign Asset/Account Reporting Information**

If the Recipient is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and Shares) which may generate taxable income in Italy, the Recipient is required to report these assets on his or her annual tax return for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations also apply if the Recipient is the beneficial owner of foreign financial assets under Italian money laundering provisions.

#### **Securities Disclaimer**

The grant of the Award is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Italy.

## **JAPAN**

### *Notifications*

#### **Foreign Asset/Account Reporting Information**

Japanese residents holding assets outside of Japan with a total net fair market value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. The Recipient is advised to consult with a personal tax advisor to ensure that he or she is properly complying with applicable reporting requirements.

## **KENYA**

There are no country-specific provisions.

## **MEXICO**

### *Terms and Conditions*

#### **Labor Law Acknowledgment**

These provisions supplement Section 12 of the Agreement:

**Modification.** By accepting the Award, the Recipient understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of the Recipient's employment.

**Policy Statement.** The grant of the Award made under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, is solely responsible for the administration of the Plan and participation in the Plan and the acquisition of Shares does not, in any way, establish an employment relationship between the Recipient and the Company since the Recipient is participating in the Plan on a wholly commercial basis and the Recipient's sole employer is Servicios Integrados de Administración y Alta Gerencia S. de R.L. de C.V., nor does it establish any rights between the Recipient and the Employer.

#### **Plan Document Acknowledgment**

By accepting the grant of the Awards, the Recipient acknowledges that the Recipient has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, the Recipient further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 12 of the Agreement ("Nature of Award," in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) none of the Affiliates or the Company is responsible for any decrease in the value of the Shares underlying the Award.

Finally, the Recipient hereby declares that the Recipient does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of the Recipient's participation in the Plan and therefore grants a full and broad release to the Employer, the Company and any Affiliates with respect to any claim that may arise under the Plan.



## Spanish Translation

### **Términos y Condiciones**

#### **Reconocimiento de la Ley Laboral aplicable**

*Los presentes lineamientos reemplazarán a la Cláusula 12 del Contrato.*

**Modificación.** *Al aceptar el Otorgamiento, el Beneficiario reconoce y entiende que cualquier modificación al Plan o al Contrato o su terminación no serán considerados como un cambio o disminución en los términos y condiciones de su relación de trabajo.*

**Declaración de Política.** *El Otorgamiento realizado conforme al Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.*

*La Compañía, con oficinas registradas ubicadas en One Coca Cola Plaza, Atlanta Georgia, 30313, EE.UU., es la única responsable de la administración del Plan y de la participación en el mismo, y la adquisición de Acciones no establece de forma alguna una relación de trabajo entre el Beneficiario y la Compañía, ya que su participación en el Plan es completamente comercial, y el único empleador del Beneficiario es Servicios Integrados de Administración y Alta Gerencia, S. de R.L. de C.V., así como tampoco establece ningún derecho entre el Beneficiario y el Patrón.*

**Reconocimiento del Documento del Plan.** *Al aceptar el Otorgamiento, el Beneficiario reconoce que ha recibido una copia del Plan, que ha revisado el Plan y el Contrato y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Contrato.*

*Adicionalmente, al firmar el Contrato, el Beneficiario reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en la cláusula 12 del Contrato ("Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ninguna de las empresas Afiliadas o la Compañía, son responsables por cualquier disminución en el valor de las Acciones en relación al Otorgamiento.*

*Finalmente, el Beneficiario manifiesta que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación del Beneficiario en el Plan y, en consecuencia, otorga el más amplio finiquito al Patrón, así como a la Compañía y empresas Afiliadas con respecto a cualquier demanda que pudiera originarse en virtud del Plan.*

## **MOROCCO**

### **Notifications**

#### **Exchange Control Information**

The Company reserves the right to force the immediate sale of any Shares to be issued upon vesting and settlement of the Award. If applicable, the Recipient agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay the Recipient the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Recipient acknowledges that the Recipient is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

The Recipient is required immediately to repatriate to Morocco the proceeds from the sale of any Shares which may be issued to the Recipient at vesting and settlement of the Awards. Such repatriation of proceeds may need to be effectuated through a special account established by the Company, its Subsidiary or Affiliate. By accepting the Awards, the Recipient consents and agrees that the cash proceeds may be transferred to such special account prior to being delivered to the Recipient.

If repatriation of proceeds is not effectuated through a special account, the Recipient agrees to maintain his or hers own records proving repatriation and to provide copies of these records upon request from the Company, its Subsidiary and/or the Office des Changes. The Recipient is responsible for ensuring compliance with all exchange control laws in Morocco.

## **PAKISTAN**

### *Terms and Conditions*

#### **Immediate Sale of Shares**

Notwithstanding anything to the contrary in the Agreement and the Plan, due to local regulatory requirements, the Recipient agrees to the immediate sale of any Shares to be issued to the Recipient on the Release Date. The Recipient further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization without further consent) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient acknowledges that the Company and its designated broker are under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company will deliver to the Recipient the cash proceeds from the sale of the Shares, less any Tax-Related Items and brokerage fees or commissions.

### *Notifications*

#### **Exchange Control Information**

The Recipient is required immediately to repatriate to Pakistan the proceeds from the sale of Shares as described above. The Recipient should consult his or her personal advisor prior to exercise and settlement of the Awards to ensure compliance with the applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Recipient is responsible for ensuring compliance with all exchange control laws in Pakistan.

## **PHILIPPINES**

### *Notifications*

#### **Securities Law Information**

The Recipient acknowledges that the Recipient is permitted to sell Shares acquired under the Plan through the broker, provided that such sale takes place outside of the Philippines through the facilities of the New York Stock Exchange on which the Shares are listed.

The securities being offered or sold herein have not been registered with the Philippines Securities and Exchange Commission under its Securities Regulation Code (the "SRC"). Any future offer or sale thereof is subject to registration requirements under the SRC unless such offer or sale qualifies as an exempt transaction.

## **RUSSIA**

### *Terms and Conditions*

#### **U.S. Transaction and Sale Restrictions**

The Recipient understands that acceptance of the grant of the Award results in a contract between the Recipient and the Company completed in the United States and that the Agreement are governed by the laws of the Commonwealth of Delaware, without regard to choice of law principles thereof. Any Shares acquired under the Plan shall be delivered to the Recipient through a brokerage account in the U.S. The Recipient may hold the Shares in his or her brokerage account in the U.S.; however, in no event will Shares issued to the Recipient under the Plan be delivered to the Recipient in Russia. The Recipient is not permitted to sell the Shares directly to other Russian legal entities or individuals, nor is Recipient permitted to bring any certificates representing the Shares into Russia (if such certificates are actually issued).

Depending on the development of local regulatory requirements, the Company reserves the right to require the immediate sale of any Shares to be issued to Recipient upon vesting of the Award. By accepting the Award, Recipient acknowledges that Recipient understands and agree that the Company is authorized to, and may, in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares issued to the Recipient upon vesting of the Award (on Recipient's behalf pursuant to this authorization) and Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the shares of Shares, Recipient will receive the cash proceeds, less any Tax-Related Items and brokerage fees or commissions.

#### **Data Privacy**

The following provision replaces Section 11 of the Agreement:

By accepting the Award, the Recipient acknowledges that he or she has read, understood and agrees to the terms regarding the collection, processing and transfer of data described in Section 11 of the Agreement. In this regard, upon request of the Company or the Employer, the Recipient agrees to provide an executed data privacy consent form or any similar agreements or consents that the Company or the Employer may deem necessary to obtain under the data privacy laws in Russia, either now or in the future. The Recipient understands that he or she will not be able to participate in the Plan if the Recipient fails to execute any such consent or agreement that may be requested.

#### **Notifications**

#### **Securities Law Information**

The Employer is not in any way involved in the offer of the Award or administration of the Plan. The Agreement, the Plan and all other materials the Recipient may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The issuance of Shares under the Plan has not and will not be registered in Russia and hence the Shares described in any Plan-related documents may not be offered or placed in public circulation in Russia.

Please note that, under the Russian law, the Recipient is not permitted to sell or otherwise alienate the Shares directly to other Russian individuals and the Recipient is not permitted to bring Share certificates into Russia.

#### **Exchange Control Information**

The Recipient is responsible for complying with all currency control laws and regulations in Russia that may apply to participation in the Plan. Within a reasonably short time after the receipt of any funds resulting from the Award (*e.g.*, sale proceeds, dividends, etc.), the funds must be repatriated to Russia and credited to a Russian resident Recipient through a foreign currency account at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws. Effective August 2, 2014, dividends (but not dividend equivalents) do not need to be remitted to a Russian resident Recipient's bank account in Russia but instead can be remitted directly to a foreign individual bank account (in Organisation for Economic Cooperation and Development ("OECD") and Financial Action Task Force ("FATF") countries). The Recipient should consult his or her personal advisor before remitting any funds into Russia, as exchange control requirements are subject to change at any time, often without notice.

#### **Labor Law Information**

If the Recipient continues to hold Common Stock acquired at vesting of the Award after an involuntary termination of employment, he or she may not be eligible to receive unemployment benefits in Russia.

## **SINGAPORE**

### *Notifications*

#### **Securities Law Information**

The Award is being granted pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Recipient should note that the Award is subject to section 257 of the SFA and the Recipient should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares in Singapore, unless such sale or offer is made (1) after 6 months from the Award Date or (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

#### **Chief Executive Officer and Director Notification Requirement**

If the Recipient is a Chief Executive Officer (“CEO”) or a director, associate director or shadow director of the Company’s Singapore Affiliate, the Recipient is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s Singapore Affiliate in writing when the Recipient receives an interest (e.g., the Awards, Shares, etc.) in the Company or any Affiliates within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (e.g., when Shares are sold), or (iii) becoming a CEO, director, associate director or shadow director.

## **SOUTH AFRICA**

### *Terms and Conditions*

#### **Tax Acknowledgment**

By accepting the Award, the Recipient agrees to notify the Employer of the amount of any gain realized at the taxable event. If the Recipient fails to advise the Employer of the gain realized at the taxable event, the Recipient may be liable for a fine. The Recipient will be responsible for paying any difference between the actual tax liability and the amount withheld.

### *Notifications*

#### **Exchange Control Information**

South African residents may be required to obtain approval from the South African Reserve Bank for payments (including payment of the proceeds from the sale of Shares) that he or she receives into accounts held outside of South Africa (e.g., a U.S. brokerage account). The Recipient should consult his or her personal advisor to ensure compliance with current exchange control regulations.

## **SPAIN**

### *Terms and Conditions*

#### **Labor Law Acknowledgment**

The following provision supplements Section 12 of the Agreement:

In accepting the Award, the Recipient consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The Recipient understands and agrees that the Company has unilaterally, gratuitously and discretely decided to grant the Award under the Plan to individuals who may be employees of the Company and any Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliates, over and above the specific terms of the Plan. Consequently, the Recipient understands that the Award is granted on the assumption and condition that the Award and any Shares issued under the Plan are not part of any employment contract (either with the Company or any Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Recipient understands that the Award would not be granted to the Recipient but for the assumptions and conditions referred to herein; thus, the Recipient acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Award and any right to the Award shall be null and void.

Further, the vesting of the Award is expressly conditioned on the Recipient's continued employment, such that upon termination of employment, the Award may cease vesting immediately, effective on the date of the Recipient's termination of employment (unless otherwise specifically provided in the Agreement and/or the Plan). In particular, the Recipient understands and agrees that any unreleased Awards as of the date the Recipient is no longer actively employed or in service (unless otherwise specifically provided in the Agreement and/or the Plan) will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of termination of the Recipient's employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.

#### **Notifications**

#### **Securities Law Information**

The grant of an Award and the Shares issued pursuant to the vesting/settlement of the Award are considered a private placement outside the scope of Spanish laws on public offerings and issuances of securities. Neither the Plan nor the Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

#### **Exchange Control Information**

The acquisition, ownership and disposition of Shares and must be declared for statistical purposes to the *Dirección General de Comercio e Inversiones* (the "DGCI"), which is a department of the Ministry of Economy and Competitiveness. If the Recipient acquires Shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGCI for the Recipient; otherwise, the resident Recipient will be required make the declaration by filing the appropriate form with the DGCI. Generally, the declaration must be made in January for Shares owned as of December 31 of the prior year; however, if the value of Shares acquired or sold exceeds €1,502,530 (or the Recipient holds 10% or more of the capital of the Company or such other amount that would entitle the Recipient to join the Company's board of directors), the declaration must be filed within one (1) month of the acquisition or sale, as applicable.

#### **Foreign Asset/Account Reporting Information**

To the extent the Recipient holds rights or assets outside of Spain with a value in excess of €50,000 per type of right or asset (e.g., Shares, cash, etc.) as of December 31 each year, such resident will be required to report information on such rights and assets on his or her annual tax return for such year. After such rights and assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000.

Further, the Recipient will be required to electronically declare to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities (including Shares acquired under the Plan) held in such accounts if the value of the transactions for all such accounts during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

Further, the Recipient is required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payments of cash or Shares made to the Recipient under the Plan) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the relevant year, exceed €1,000,000.

## **THAILAND**

### *Notifications*

#### **Exchange Control Information**

If the proceeds from the sale of Shares or the receipt of dividends are equal to or greater than US\$50,000 or more in a single transaction, Thai resident Recipients must repatriate the proceeds to Thailand immediately upon receipt and convert the funds to Thai Baht or deposit the proceeds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the proceeds to Thailand. In addition, Thai resident Recipients must report the inward remittance to the Bank of Thailand on a foreign exchange transaction form.

Because exchange control regulations change frequently and without notice, the Recipient should consult his or her personal advisor before selling Shares to ensure compliance with current regulations. It is the Recipient's sole responsibility to comply with exchange control laws in Thailand.

## **SWITZERLAND**

### *Notifications*

#### **Securities Law Notification**

The grant of the Award is considered a private offering and therefore is not subject to securities registration in Switzerland.

## **TURKEY**

### *Notifications*

#### **Securities Law Information**

Under Turkish law, the Recipient is not permitted to sell Shares acquired under the Plan in Turkey. The Recipient must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the New York Stock Exchange in the United States under the ticker symbol "KO" and Shares may be sold on this exchange.

#### **Exchange Control Information**

Under Turkish exchange control regulations, the Recipient may be required to use a financial intermediary institution approved under the Turkish Capital Market Law to acquire or sell shares traded on a foreign market and to report such activity to the Capital Markets Board. *The Recipient should consult his or her personal advisor regarding these requirements.*

## **UNITED ARAB EMIRATES**

### *Notifications*

#### **Securities Law Information**

Participation in the Plan is being offered only to selected Recipients and is in the nature of providing equity incentives to Recipients in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Recipients and must not be delivered to or relied on by any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Recipient does not understand the contents of the Plan and the Agreement, the Recipient should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## **UNITED KINGDOM**

### *Terms and Conditions*

#### **Responsibility for Taxes**

The following provisions supplement Section 7 of the Agreement:

If payment or withholding of income taxes is not made within ninety (90) days of the end of the tax year in which the income tax liability arises, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "Due Date"), the amount of any uncollected income tax shall constitute a loan owed by the Recipient to the Employer, effective on the Due Date. The Recipient understands and agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC"), it will be immediately due and repayable by the Recipient, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement.

Notwithstanding the foregoing, if the Recipient is a director or an executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Recipient will not be eligible for such a loan to cover the uncollected income tax. In the event that the Recipient is a director or executive officer and the income tax is not collected from or paid by the Recipient by the Due Date, the Recipient understands that the amount of any uncollected income tax may constitute a benefit to the Recipient on which additional income tax and national insurance contributions ("NICs") may be payable. The Recipient will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as appropriate) for the value of any employee NICs due on this additional benefit, which the Company and/or the Employer may recover from the Recipient by any of the means referred to in Section 7 of the Agreement.

### *Notifications*

#### **Securities Disclosure**

This Agreement is not an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 ("FSMA") and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Award are exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary of the Company.

## **URUGUAY**

#### **Data Privacy**

The following provision supplements Section 11 of the Agreement:

The Recipient understands that his or her Data will be collected by his or her Employer and will be transferred to the Company at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States and/or any financial institutions or brokers involved in the management and administration of the Plan. The Recipient further understands that any of these entities may store the Recipient's Data for purposes of administering his or her participation in the Plan.

**APPENDIX B TO  
THE COCA-COLA COMPANY  
2014 EQUITY PLAN  
PERFORMANCE SHARE AGREEMENT**

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**PERFORMANCE SHARE AGREEMENT  
The Coca-Cola Company 2014 Equity Plan**

The Coca-Cola Company (the “Company”) hereby agrees to award to the recipient named below (the “Recipient”) performance share units over the number of shares of Common Stock, \$.25 par value, of the Company (the “Shares”) set forth below as the “Target Award” (the “Award”) in accordance with and subject to the terms, conditions and restrictions of this Performance Share Agreement, including any country-specific provisions for the Recipient’s country in Appendix A attached hereto (“Appendix A”, together with Appendix B and the Performance Share Agreement, the “Agreement”). The Award shall settle as Shares, but until such settlement, the Award will be denominated in performance share units. The Shares awarded will be released to the Recipient on the date set forth below (“Release Date”) if the conditions described in this Agreement are satisfied. Such Award will be made under the terms of The Coca-Cola Company 2014 Equity Plan (the “Plan”), as amended.

Name of Recipient:                   XXXXXXXXXX  
Target Award:                        XXXXXX Shares  
Award Date:

The following dates are applicable for this Award:

<b>Performance Period(s)</b>	
<b>Service Period</b>	
<b>Performance Certification Date(s)</b>	
<b>Release Date</b>	

Performance Criteria: The performance criteria shown in Appendix B must be met for Shares to be released pursuant to an Award under this Agreement. There may be different performance criteria for different business, geographic or other organizational units that is not shown on Appendix B. The performance criteria that applies originally shall be based on the business, geographic or other organizational unit in which a Recipient is employed on the first day of the Performance Period. Should the Recipient move to a different business, geographic or organizational unit, or to an Affiliate, during the Performance Period, prorations or adjustments shall be made pursuant to guidelines established by the Company from time to time. The number of Shares that may be released on the Release Date shall be determined based upon the Target Award and the schedule shown in Appendix B, subject to Sections 1 and 3, and in the case of transfer, to the above-mentioned guidelines. Appendix B constitutes part of this Agreement.

**TERMS AND CONDITIONS OF THIS AGREEMENT**

- (1) **General Conditions.** This Award is in the form of performance share units that settle in Shares at the Release Date. If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date. If these conditions are not satisfied, the Award shall be forfeited. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein.
  - (a) **Continuous Employment.** Except as provided in Section 3 or in Appendix A, the Shares shall be released on the Release Date only if the Recipient is continuously employed by the Company, or if different, the Recipient’s employer (the “Employer”), or an Affiliate from the Award Date until the Release Date.
  - (b) **Performance Conditions.** The Shares shall be issuable only if (and to the extent) that the Performance Criteria, set forth herein, are satisfied during the Performance Period. The Controller of the Company and the Compensation Committee of the Board of Directors of the Company shall certify whether, and to what extent, the Performance Criteria have been achieved. If the minimum performance is not met, no Shares shall be issued and the Award shall be forfeited.
- (2) **Shares, Dividends and Voting Rights.** As soon as administratively practicable following the Release Date, or as otherwise provided in Section 3 below, the number of Shares determined based on the Performance Criteria shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. Except as provided in Section 3 below, all Awards shall be settled in Shares.

Prior to the Release Date, the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date, the Recipient shall not be entitled to receive dividends, dividend equivalents and shall not have any other rights with respect to the Shares.

(3) **Employment Events.**

(a) Subject to the attached Appendix A, if any of the employment events listed below occur prior to the Release Date, the terms of this subparagraph shall apply. The following table describes the result depending on the reason for the Recipient's termination of employment, or other employment event, and the timing of the same. In the event of the Recipient's termination of employment prior to the Release Date for reasons other than those set forth below, the Award shall be forfeited.

Event	During the Performance Period	During the Service Period
Disability	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Service Period continues.</li> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Employment with the Company or a Subsidiary terminates because of Disability	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Employee is involuntarily terminated from the Company or a Subsidiary after attaining age 50 and completing 10 Years of Service because of a reduction in workforce, internal reorganization, or job elimination and employee signs a release of all claims and, if requested, an agreement on confidentiality and competition.	<ul style="list-style-type: none"> <li>· Awards held less than 12 months from the Award Date are forfeited.</li> <li>· For Awards held at least 12 months from the Award Date, such recipient shall be entitled to retain a prorated number of Shares subject to the Award if such Shares have been earned, unless otherwise specified at the time of grant. Shares will be prorated based on the number of whole and partial calendar months of service during the Performance Period through the date of termination of employment, with any partial calendar months equaling a whole calendar month. The number of Shares earned are issued and released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>	<ul style="list-style-type: none"> <li>· If all requirements met, earned Shares are released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>
Employment with the Company or a Subsidiary terminates after attaining age 60 and completing 10 Years of Service	<ul style="list-style-type: none"> <li>· Awards held less than 12 months from the Award Date are forfeited.</li> <li>· For Awards held at least 12 months from the Award Date, the Performance Period continues.</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>	<ul style="list-style-type: none"> <li>· Issue and/or release Shares earned on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li> </ul>
Employment with the Company or an Affiliate terminates because of death	<ul style="list-style-type: none"> <li>· The Recipient's estate shall be paid a cash amount equal to the value of the Target Award. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death and shall be paid within 90 days after the Recipient's death.</li> </ul>	<ul style="list-style-type: none"> <li>· If Shares have been issued, the Shares shall be released to the Recipient's estate within 90 days after the Recipient's death.</li> <li>· If Shares have not been issued, the Recipient's estate shall be paid a cash amount equal to the value of the Shares earned. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death (or in the case of death on a non trading day, the next trading day) and shall be paid within 90 days after the Recipient's death.</li> </ul>

Event	During the Performance Period	During the Service Period
Employment with the Company or a Subsidiary involuntarily terminates for reasons other than for cause within one year after a Change in Control	<ul style="list-style-type: none"> <li>· Award shall be treated as described in the Plan.</li> </ul>	<ul style="list-style-type: none"> <li>· Award shall be treated as described in the Plan.</li> </ul>
US military leave	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Unpaid leave of absence pursuant to published Company policy of 12 months or less <sup>1</sup>	<ul style="list-style-type: none"> <li>· Performance Period continues</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Service Period continues.</li> <li>· Issue and/or release Shares earned on the Release Date</li> </ul>
Transfer, at Company's discretion, to an Affiliate that is not a Subsidiary	<ul style="list-style-type: none"> <li>· Performance Period continues.</li> <li>· The Performance Period will be prorated and based on the number of days the employee performed services for the respective business unit, group or for Corporate prior to transfer and the Performance Criteria for Corporate after the transfer.</li> <li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date.</li> </ul>	<ul style="list-style-type: none"> <li>· Service Period continues.</li> <li>· If all requirements met, earned Shares are released on the Release Date.</li> </ul>
Company-Initiated transfer to another geography; multiple Performance Periods	<ul style="list-style-type: none"> <li>· If the transfer occurs on or prior to March 30, the Award for the current Performance Period shall be forfeited.</li> <li>· If the transfer occurs after March 30, the current Performance Period shall continue.</li> </ul>	<ul style="list-style-type: none"> <li>· If all requirements met, earned Shares are released on the Release Date.</li> </ul>
Recipient's Employer is no longer an Affiliate under the terms of the Plan (this constitutes a termination of employment under the Plan)	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>
Employment with an Affiliate terminates for any reason other than death	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>	<ul style="list-style-type: none"> <li>· Award is forfeited.</li> </ul>

<sup>1</sup> In the case of other leaves of absence not specified above, including any leaves that extend beyond twelve months, Recipients will be deemed to have terminated employment on the date of the leave (so that the Award will be forfeited as of the date the leave begins), unless the Committee identifies a valid business interest in doing otherwise, in which case it may specify what provisions it deems appropriate at its sole discretion; provided that the Committee shall have no obligation to consider any such matters.

(b) "Years of Service" for purposes of this agreement means "Years of Vesting Service" as that term is defined in The Coca-Cola Company Pension Plan, regardless of whether the Recipient is a participant in that plan.

- (4) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including any Power of Attorney, if requested and in the method directed by the Company.
- (5) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.
- (6) **Notices.** Each notice relating to this Award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient on file with the Company, the Employer, and/or the Company's plan broker, Merrill, Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"). Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.
- (7) **Responsibility for Taxes.**

(a) Irrespective of any action taken by the Company or the Employer, the Recipient hereby acknowledges and agrees that the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient's participation in the Plan and legally applicable to the Recipient ("Tax-Related Items"), is and remains the responsibility of the Recipient or the Recipient's estate (as applicable) and may exceed the amount actually withheld by the Company or the Employer. The Recipient acknowledges and understands that the requirements with respect to the Tax-Related Items may change from time to time as applicable laws or interpretations change.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Recipient agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items withholding obligations by one or a combination of the following:

- (1) withholding from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or the Employer, or any other payment of any kind otherwise due to the Recipient by the Company and/or the Employer; or
- (2) withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf pursuant to this authorization without further consent); or
- (3) retention of or withholding in Shares to be issued upon vesting/settlement of the Award.

(c) If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Recipient is deemed to have been issued the full number of Shares subject to the Award, notwithstanding that a number of the Shares are retained solely for the purpose of paying the Tax-Related Items.

(d) In addition, the Recipient shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

(e) The Recipient further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired pursuant to such settlement or release and the receipt of any dividends and/or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient is subject to tax in more than one jurisdiction, the Recipient acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy.

(8) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the Award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such Award; and (b) this Agreement and the Award shall not affect in any way the right of the Company or the Employer to terminate or change the employment of the Recipient.

(9) **Prohibited Activities.** In the event Recipient engages in a “Prohibited Activity” (as defined below), at any time during the term of this Agreement, or within one year after termination of the Recipient’s employment from the Company and/or the Employer, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

(a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company, the Employer and/or any Affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;

(b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company, the Employer and/or any Affiliate which the Recipient was involved with during the Recipient’s employment;

(c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of the Company, the Employer and/or any Affiliate that came into the Recipient’s knowledge during the Recipient’s employment by the Company, the Employer or any Affiliate, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term “Trade Secret” means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

(d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of the Company, the Employer and/or any Affiliate that came into the Recipient’s knowledge during the Recipient’s employment by the Company, the Employer or any Affiliate, or disclosing, publishing, or making use of such Confidential Information, where the term “Confidential Information” means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;

(e) *Return of Materials* – failure of the Recipient, in the event of the Recipient’s termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company’s business, whether made or compiled by Recipient or furnished to the Recipient by virtue of the Recipient’s employment with the Company, the Employer or any Affiliate, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to the Recipient by virtue of the Recipient’s employment with the Company, the Employer or any Affiliate;

(f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;

(g) *Non-Solicitation* – soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of the Recipient’s employment with the Company, the Employer or any Affiliate; or

(h) *Violation of Company Policies* – violating any written policies of the Company or the Employer applicable to Recipient, including without limitation the Company’s insider trading policy.

- (10) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.
- (11) **Data Privacy.** The Recipient hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Recipient's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Employer, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Recipient understands that the Employer, the Company and any Affiliate may hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and details of all Awards or any other entitlements to shares of stock awarded, cancelled, vested, unvested, or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, administering or managing the Plan. Certain Data may also constitute "sensitive personal data" within the meaning of applicable local law. Such Data includes, but is not limited to, the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company, the Employer and any Affiliate to process any such Data.

The Recipient understands that Data will be transferred to Merrill Lynch, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Recipient's country. The Recipient understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Recipient authorizes the Company, Merrill Lynch and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Recipient's consent is that the Company would not be able to grant the Recipient Awards or other equity awards or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect the Recipient's ability to participate in the Plan. For more information on the consequences of the Recipient's refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.

- (12) **Nature of Award.** In accepting the Award, the Recipient acknowledges, understands and agrees that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and the Company can amend, modify, suspend, cancel or terminate it at any time, to the extent permitted under the Plan;
  - (b) this Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
  - (c) all determinations with respect to any future awards, including, but not limited to, the times when awards are made, the number of Shares, and the performance and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
  - (d) participation in this Plan or program is voluntary;
  - (e) this Award and the underlying Shares, and any income derived therefrom are not paid in lieu of and are not intended to replace any pension rights or compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, dismissal, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement or welfare benefits or similar payments;

- (f) for purposes of the Award, the Recipient's employment or service relationship will be considered terminated as of the date the Recipient is no longer actively providing services to the Company or any Affiliate (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Recipient's right to vest in the Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Recipient's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Award (including whether the Recipient may still be considered to be providing services while on a leave of absence);
- (g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
- (h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of the Recipient's employment or other service relationship (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and in consideration of the grant of the Award to which the Recipient is otherwise not entitled, the Recipient irrevocably agrees never to institute any claim against the Company, the Employer or any Affiliate; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Recipient shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and
- (i) the Award and the Recipient's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, the Employer or any Affiliate and shall not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate the Recipient's employment or service relationship (if any); and
- (j) if the Recipient is providing services outside the United States, the Recipient acknowledges and agrees that neither the Company, the Employer nor any Affiliate shall be liable for any foreign exchange rate fluctuation between the Recipient's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to the Recipient pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.
- (13) **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Recipient's participation in the Plan, or the Recipient's acquisition or sale of the underlying Shares. The Recipient is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.
- (14) **Entire Agreement; Severability.** The Plan and this Agreement set forth the entire understanding between the Recipient, the Employer, the Company, and any Affiliate regarding the acquisition of the Shares and supersedes all prior oral and written agreements pertaining to this Award. If all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.
- (15) **Governing Law and Venue.** This Award and this Agreement has been made in and shall be governed by, construed under and in accordance with the laws of the State of Delaware, United States of America, without regard to the conflict of law provisions, as provided in the Plan. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Award or this Agreement, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.

- (16) **Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Award prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Recipient’s consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.
- (17) **Language.** If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
- (18) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (19) **Appendix A.** The Award shall be subject to any special terms and conditions for the Recipient’s country set forth in Appendix A. Moreover, if the Recipient relocates to one of the countries included in Appendix A, the special terms and conditions for such country will apply to the Recipient, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.
- (20) **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Recipient’s participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- (21) **Waiver.** The Recipient acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Recipient or any other Recipient.
- (22) **Insider Trading Restrictions/Market Abuse Laws.** The Recipient acknowledges that, depending on the Recipient’s country of residence, the Recipient may be subject to insider trading restrictions and/or market abuse laws, which may affect the Recipient’s ability to acquire or sell shares of Common Stock or rights to shares of Common Stock (e.g., Awards) under the Plan during such times as the Recipient is considered to have “inside information” regarding the Company (as defined by the laws in the Recipient’s country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company’s insider trading policy. The Recipient acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Recipient is advised to speak to his or her personal advisor on this matter.

THE COCA-COLA COMPANY

\_\_\_\_\_  
Authorized Signature

*Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient’s heirs pursuant to the Recipient’s will or the laws of descent and distribution.*



### **Power of Attorney**

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

APPENDIX A

THE COCA-COLA COMPANY  
2014 EQUITY PLAN  
PERFORMANCE SHARE AGREEMENT

*Terms and Conditions*

This Appendix includes additional terms and conditions that govern the Award granted to the Recipient under the Plan if the Recipient works in one of the countries listed below. If the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the Company will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to the Recipient.

Certain capitalized terms used but not defined in this Appendix have the same meanings set forth in the Plan and/or the Agreement, as applicable.

*Notifications*

This Appendix also includes information regarding securities, exchange control and certain other tax or legal issues of which the Recipient should be aware with respect to the Recipient's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of December 2015. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Recipient not rely on the information in this Appendix as the only source of information relating to the consequences of the Recipient's participation in the Plan because the information may be out of date when the Award vests, Shares are issued to the Recipient and/or the Recipient sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Recipient's particular situation and the Company is not in a position to assure the Recipient of a particular result. Accordingly, the Recipient is advised to seek appropriate professional advice as to how the relevant laws in the Recipient's country may apply to his or her situation. Furthermore, additional privacy laws may apply in the Recipient's country.

Finally, if the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the information contained herein may not be applicable to the Recipient in the same manner.

**ARGENTINA**

*Notifications*

**Securities Law Information**

The Recipient understands that neither the Awards nor the Shares underlying the Awards are publicly offered or listed on any stock exchange in Argentina. Therefore the offer of the Awards does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information**

If the Recipient transfers proceeds from the sale of Shares and any cash dividends into Argentina, the Recipient may be subject to certain restrictions. If the transfer of funds received in connection with the Award into Argentina is made within 10 days of receipt, 30% of the amount transferred into Argentina may be subject to mandatory deposit in a non-interest bearing account for a holding period of 365 days. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer sale proceeds into Argentina (e.g., evidence of the sale, proof of the source of the funds used to purchase the Shares, etc.). If the bank determines that the 10-day rule or any other rule or regulation promulgated by the Argentine Central Bank has not been satisfied, it will require that 30% of the proceeds be placed in a non-interest bearing deposit account for a holding period of 365 days.

The Recipient is solely responsible for complying with the exchange control rules that may apply to the Recipient in connection with his or her participation in the Plan and/or transfer of proceeds from the sale of Shares or receipt of dividends acquired under the Plan into Argentina. Prior to transferring funds into Argentina, the Recipient should consult his or her local bank and/or exchange control advisor to confirm what will be required by the bank because interpretations of the applicable Central Bank regulations vary by bank and exchange control rules and regulations are subject to change without notice.

**Foreign Asset/Account Reporting Information**

Argentinian residents must report any Shares acquired under the Plan and held by the resident on December 31 of each year on their annual tax return for that year.

**AUSTRALIA**

*Terms and Conditions*

**Australian Offer Document**

The offer of the Award is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of the Award to Australian resident employees, which will be provided to the Recipient with the Agreement.

*Notifications*

**Securities Law Information**

The Recipient understands that if he or she acquires Shares upon vesting/settlement of the Award and subsequently offers such Shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law. The Recipient should obtain legal advice regarding applicable disclosure requirements prior to making any such offer.

**Exchange Control Information**

Australian residents must report inbound and/or outbound cash transactions exceeding A\$10,000 and inbound and/or outbound international fund transfers of any value if the transfers do not involve an Australian bank.

**AUSTRIA**

*Notifications*

**Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Austria.

### **Consumer Protection Information**

The Recipient may be entitled to revoke the Agreement on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

- (i) The revocation must be made within one week after the acceptance of the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if the Recipient returns the Agreement to the Company or the Company's representative with language that can be understood as the Recipient's refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

### **Exchange Control Information**

If the Recipient holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares and any cash dividends) outside of Austria (even if the Recipient holds them outside of Austria at a branch of an Austrian bank), the Recipient may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded.

Specifically, if the Recipient is an Austrian resident and holds securities outside of Austria, reporting requirements will apply if the value of such securities meets or exceeds (i) €30,000,000 as of the end of any calendar quarter, or (ii) €5,000,000 as of December 31. Further, if the Recipient holds cash in accounts outside of Austria, monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €3,000,000.

### **BAHRAIN**

There are no country specific provisions.

### **BELGIUM**

#### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Belgium.

#### **Foreign Asset/Account Reporting Information**

The Recipient is required to report any taxable income attributable to the Award on his or her annual tax return. Additionally, Belgian residents are required to report any security or bank accounts (including brokerage accounts) maintained outside of Belgium on their annual tax return. In a separate report, they will be required to provide the National Bank of Belgium with certain details regarding such foreign accounts.

### **BRAZIL**

#### *Terms and Conditions*

#### **Nature of Grant**

The following provision supplements Section 12 of the Agreement:

The Recipient agrees that (i) he or she is making an investment decision, (ii) the Shares will be issued to him or her only if the vesting conditions are met and any necessary services are rendered by the Recipient over the vesting period, and (iii) the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to the Recipient.

#### **Compliance with Law**

By accepting the Award, the Recipient acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting/settlement of the Award and issuance and/or sale of Shares acquired under the Plan and the receipt of any dividends.

## ***Notifications***

### **Foreign Asset/Account Reporting Information**

If the Recipient is resident or domiciled in Brazil, the Recipient will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000 as of December 31. Assets and rights that must be reported include Shares acquired under the Plan.

## **CANADA**

### ***Terms and Conditions***

#### **Termination of Employment**

The following provision supplements Section 12(f) of the Agreement:

In the event of the Recipient's termination of employment for any reason (whether or not later found invalid or in breach of local employment laws or the terms of the Recipient's employment agreement, if any), any unvested portion of the Award shall be immediately forfeited without consideration. For purposes of the preceding sentence, the Recipient's right to vest in the Award will terminate effective as of the earlier of the following dates: (i) the date on which the Recipient's employment is terminated; (ii) the date the Recipient receives written notice of termination of employment from the Company or one of the Affiliates; or (iii) the date the Recipient is no longer actively providing services to the Company or one of the Affiliates. The right to vest in and exercise the Award (as discussed above) will not be extended by any notice period (*e.g.*, active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Canadian laws or the terms of the Recipient's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Recipient's Award (including whether the Recipient may still be considered to be providing services while on a leave of absence).

#### **Data Privacy**

The following provision supplements Section 11 of the Agreement:

The Recipient hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Recipient further authorizes the Company, any Affiliates and any stock plan service provider that may be selected by the Company to assist with the Plan to disclose and discuss the Plan with their respective advisors. The Recipient further authorizes the Company and any Affiliates to record such information and to keep such information in the Recipient's employee file.

#### **Language Consent**

The following terms and conditions apply to the Recipients resident in Quebec:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

#### ***Consentement relatif à la langue utilisée***

*Les parties reconnaissent avoir exigé que cette convention («Agreement») soit rédigée en anglais, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente.*

## ***Notifications***

### **Securities Law Information**

The Recipient is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, New York Stock Exchange).

### **Foreign Asset/Account Reporting Information**

Canadian residents are required to report any foreign property (*e.g.*, Shares acquired under the Plan and possibly unvested Awards) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds C\$100,000 at any time in the year. It is the Recipient's responsibility to comply with these reporting obligations, and the Recipient should consult his or her own personal tax advisor in this regard.

## **CHILE**

## ***Notifications***

### **Securities Law Information**

Neither the Company nor Shares are registered with the Chilean Registry of Securities or under the control of the Chilean Superintendence of Securities.

### **Exchange Control Information**

It is responsibility of the Recipient to make sure that the Recipient complies with exchange control requirements in Chile when the value of Recipient's share transaction is in excess of US\$10,000.

If the aggregate value of the Shares received under the Award exceeds US\$10,000, the Recipient must sign Annex 1 of the Manual of Chapter XII of the Foreign Exchange Regulations and file it directly with the Central Bank within 10 days of the settlement of the Awards.

The Recipient is not required to repatriate funds obtained from the sale of the Shares. However, if the Recipient decides to repatriate such funds, the Recipient must do so through the Formal Exchange Market if the amount of the funds exceeds US\$10,000. In such case, the Recipient must report the payment to a commercial bank or registered foreign exchange office receiving the funds.

If Recipient's aggregate investments held outside of Chile exceeds US\$5,000,000 (including the investments made under the Plan), the Recipient must report the investments annually to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Please note that exchange control regulations in Chile are subject to change. The Recipient should consult with his or her personal legal advisor regarding any exchange control obligations that the Recipient may have in connection with the Award.

### **Annual Tax Reporting Obligation**

The Chilean Internal Revenue (the "CIRS") requires all taxpayers to provide information annually regarding: (i) the taxes paid abroad which they will use as a credit against Chilean income taxes, and (ii) the results of foreign investments. These annual reporting obligations must be complied with by submitting a sworn statement setting forth this information before March 15 of each year. The forms to be used to submit the sworn statement are Tax Form 1853 "Annual Sworn Statement Regarding Credits for Taxes Paid Abroad" and Tax Form 1851 "Annual Sworn Statement Regarding Investments Held Abroad." If the Recipient is not a Chilean citizen and has been a resident in Chile for less than three years, the Recipient is exempt from the requirement to file Tax Form 1853. These statements must be submitted electronically through the CIRS website at <http://www.sii.cl>.

## **CHINA**

### **Terms and Conditions**

*The following provisions govern the Recipient's participation in the Plan if the Recipient is a national or passport holder of the People's Republic of China ("PRC") resident and working in mainland China:*

### **Separation from the Company**

Notwithstanding any provisions in the Agreement to the contrary, the following provisions apply in the event of separation from the Company or an Affiliate in China due to Disability and Retirement:

Awards held less than 12 months from the date of Award are forfeited.

For Awards held at least 12 months, the Performance Period shall be shortened to the beginning of the original Performance Period through the end of the year prior to the year of termination of employment after having attained age 55 and completing 10 Years of Service ("Retirement") or Disability, as applicable. If the Performance Criteria are met during the shortened Performance Period, instead of an award of Shares, the Recipient shall be paid a cash amount equal to the value of the Shares that would have been earned based upon performance during the shortened period. The value shall be determined based on the closing price of the Shares on the date of the Recipient's Disability or Retirement, as applicable, and shall be paid within 90 days of the Recipient's Disability or Retirement, as applicable.

The following provision of Section 3(a) of the Agreement is replaced with the following:

Employment with the Company or a Subsidiary terminates after attaining age 55 and completing 10 Years of Service	<ul style="list-style-type: none"><li>· Awards held less than 12 months from the Award Date are forfeited.</li><li>· For Awards held at least 12 months from the Award Date, the Performance Period continues.</li><li>· After the Performance Criteria are certified, the number of Shares earned are issued and released on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li></ul>	<ul style="list-style-type: none"><li>· Issue and/or release Shares earned on the Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.</li></ul>
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### **Exchange Control Requirements**

By accepting the Award, the Recipient acknowledges that he or she understands and agrees that, due to exchange control requirements in China, the Recipient is not permitted to transfer any Shares acquired under the Plan out of the Recipient's account established with the Company's designated broker. In addition, as a condition of participation, the Recipient must execute the Power of Attorney below and agree to certain special terms and conditions as set forth below to comply with exchange control requirements in China and allow the Plan to continue in operation. Any and all Awards granted to the Recipient (including any and all outstanding Awards previously granted, any Shares issued to the Recipient in respect thereof, as well as current and future grants of Awards issued to the Recipient hereafter) are subject to local exchange control requirements, including the following special terms and conditions:

(i) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the Recipient must sell all of the Shares received through the vesting of any Award within six (6) months following the Recipient's termination of employment for any reason, or within any other timeframe as may be required by the State Administration of Foreign Exchange ("SAFE"), Shanghai branch. In no event shall the Recipient be permitted to hold Shares later than six (6) months following the date of the Recipient's termination of employment for any reason, and the Company will authorize Merrill Lynch (or any successor broker designated by the Company) to sell the Shares (on the Recipient's behalf and pursuant to the authorization without further consent) should the Shares remain in the Recipient's account more than six (6) months following the Recipient's termination of employment. In addition, upon vesting of the Award, a set percentage of the Shares issued at vesting may need to be sold in order to cover any Tax-Related Items due at vesting.

The Recipient must authorize Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") or any successor broker designated by the Company to sell such Shares as described above (on the Recipient's behalf and pursuant to this authorization) and provide to the Company and/or Merrill Lynch any documentation or evidence necessary to effect such sale of the Shares. Neither the Company nor Merrill Lynch (or any successor broker designated by the Company) are under any obligation to arrange for such sale of the Shares at any particular price or on any specific date or time. Further, the Company shall have the exclusive discretion to determine when the Recipient is no longer actively providing service for purposes of the Award;

(ii) The Recipient must repatriate the cash proceeds from the sale of the Shares issued upon the vesting of the Award to China. Such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by the Company, the Employer or any other Affiliate in China, and any proceeds from the sale of any Shares the Recipient acquires may be transferred to such special account prior to being delivered to the Recipient (less any Tax-Related Items and any brokerage fees or commissions);

(iii) The Company will deliver the proceeds of the sale of Shares (less any Tax Related Items and any brokerage fees or commissions) to the Recipient as soon as possible, but there may be delays in distributing the funds to the Recipient due to exchange control requirements in China. Proceeds may be paid to the Recipient in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Recipient in U.S. dollars, the Recipient will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to the Recipient in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Recipient acknowledges and agrees that he or she bears the risk of any currency conversion rate fluctuation between the date that the Shares or any dividends paid on the Shares are sold, as applicable, and the date of conversion of the cash proceeds to local currency.

(iv) The Recipient further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

#### **Power of Attorney**

*The Recipient is a PRC national employee working for the Company, the Employer or another Related company in China and, by electing to participate in the Plan and accepting the Agreement (including this Appendix), the Recipient does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:*

(i) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;*

(ii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf any and all Shares the Recipient receives through the vesting of the Recipient's Award, which are still being held in his or her brokerage account as of the date which is six (6) months following the date of his or her termination of employment;*

(iii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) repatriate the proceeds of the sale of the Recipient's Shares through a special exchange control account in China established by the Company, the Employer or any other Affiliate;*

(iv) *To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares and the repatriation and delivery of the cash proceeds from such sale;*



(v) To take any additional action that may be necessary or appropriate for implementation of the Plan with SAFE and any other competent PRC authority, including but not limited to the transfer of funds through a special exchange control account in China; and

(vi) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

#### **Notifications**

#### **Foreign Asset/Account Reporting Information**

The Recipient may be required to report to SAFE all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents. Under these rules, the Recipient may be subject to reporting obligations for the Awards, Shares acquired under the Plan, the receipt of any dividends and the sale of Shares.

#### **COSTA RICA**

There are no country-specific provisions.

#### **EGYPT**

#### **Notifications**

#### **Exchange Control Information**

If the Recipient transfers funds into Egypt in connection with the Award, the Recipient is required to transfer the funds through a registered bank in Egypt.

#### **FRANCE**

#### **Terms and Conditions**

#### **Awards Not Tax-Qualified**

The Award is not intended to be a tax-qualified or tax-preferred award, including without limitation, under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code. The recipient is encouraged to consult with a personal tax advisor to understand the tax and social insurance implications of the Award.

#### **Language Consent**

By accepting the French Award, the Recipient confirms having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English language. The Recipient accepts the terms of those documents accordingly. The Recipient confirms that the Recipient has a good knowledge of the English language.

*En acceptant l'Attribution, le Bénéficiaire confirme avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été fournis en langue anglaise. Le Bénéficiaire accepte les dispositions de ces documents en connaissance de cause. Etant précisé que le Titulaire a une bonne maîtrise de la langue anglaise.*

***Notifications***

**Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in France.

**Foreign Asset/Account Information**

The Recipient may hold Shares acquired upon vesting/settlement of the Award, any proceeds resulting from the sale of Shares or any dividends paid on such Shares outside of France, provided the Recipient declares all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) with his or her annual income tax return. Failure to complete this reporting may trigger penalties for the resident.

**GERMANY**

***Notifications***

**Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Germany.

**Exchange Control Information**

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the Recipient makes or receives a payment in excess of this amount, he or she is required to report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via Bundesbank’s website ([www.bundesbank.de](http://www.bundesbank.de)).

**GREECE**

***Notifications***

**Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Greece.

**HONG KONG**

***Terms and Conditions***

**Securities Law Notice**

*WARNING: The Award and the Shares underlying the Awards do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates participating in the Plan. The Recipient should be aware that the contents of the Agreement have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Agreement and the Plan are intended only for the personal use of each Recipient and may not be distributed to any other person. The Recipient is advised to exercise caution in relation to the offer of the Award. If the Recipient is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the Recipient should obtain independent professional advice.*

## **Sale of Shares**

Any Shares received at vesting are accepted as a personal investment. In the event that any portion of this Award vests within six months of the Award Date, the Recipient agrees that he or she will not offer to the public or otherwise dispose of the Shares acquired prior to the six-month anniversary of the Award Date.

### *Notifications*

#### **Occupational Retirement Schemes Ordinance Alert**

The Company specifically intends that neither the Award nor the Plan will be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“ORSO”).

## **INDIA**

### *Notifications*

#### **Exchange Control Information**

The Recipient must repatriate to India all funds resulting from the sale of Shares within 90 days and all proceeds from the receipt of any dividends within 180 days. The Recipient will receive a foreign inward remittance certificate (“FIRC”) from the bank where he or she deposits the foreign currency. The Recipient should maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation.

#### **Foreign Asset/Account Reporting Information**

The Recipient is required to declare in his or her annual tax return his or her foreign financial assets (including Shares) and any foreign bank accounts. The Recipient understands that it is the Recipient’s responsibility to comply with this reporting obligation and is advised to confer with a personal tax advisor in this regard.

## **IRELAND**

### *Notifications*

#### **Director Notification Requirement**

If the Recipient is a director, shadow director or secretary of an Irish Affiliate, the Recipient is required to notify such Irish Affiliate in writing within five business days of (i) receiving or disposing of an interest in the Company (*e.g.*, the Awards, Shares, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director, shadow director or secretary of an Irish Affiliate if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary, as the case may be).

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Ireland.

## **ITALY**

### ***Terms and Conditions***

#### **Data Privacy**

The following provision replaces Section 11 of the Agreement:

The Recipient understands that the Company, the Employer and any Affiliate may hold certain personal information about him or her, including, but not limited to, the Recipient's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Affiliate, details of all Awards, or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, managing and administering the Plan. The Recipient is aware that providing the Company with Data is necessary for the performance of the Plan and that his or her refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Recipient's ability to participate in the Plan.

The Controller of personal data processing is The Coca-Cola Company with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is Coca-Cola Italia S.r.l., Edison Park Center, Viale Tommaso Edison 110, 20099 Sesto San Giovanni, Milan, Italy.

The Recipient understands that Data may be transferred to the Company or any of its Affiliates, or to any third parties assisting in the implementation, management and administration of the Plan, including any transfer required to its designated broker or other third party with whom Shares acquired under the Plan or cash from the sale of such Shares may be deposited. Furthermore, the recipients that may receive, possess, use, retain, and transfer such Data may be located in Italy or elsewhere, including outside the European Union, and the recipients' country (e.g., the United States) may have different data privacy laws and protections than Italy.

The processing activity, including transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Recipient's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. The Recipient understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The Recipient understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing. Furthermore, the Recipient is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Recipient's local human resources representative.

#### **Plan Document Acknowledgment**

In accepting the Award, the Recipient acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

The Recipient acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Section (3) Employment Events; Section (7) Responsibility for Taxes; Section (12) Nature of Award; Section (15) Governing Law and Venue; Section (18) Electronic Delivery and Acceptance; Section (19) Appendix A; Section (20) Imposition of Other Requirements; and the Data Privacy section above.

#### ***Notifications***

#### **Foreign Asset/Account Reporting Information**

If the Recipient is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and Shares) which may generate taxable income in Italy, the Recipient is required to report these assets on his or her annual tax return for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations also apply if the Recipient is the beneficial owner of foreign financial assets under Italian money laundering provisions.

## **Securities Disclaimer**

The grant of the Award is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Italy.

## **JAPAN**

### *Notifications*

#### **Foreign Asset/Account Reporting Information**

Japanese residents holding assets outside of Japan with a total net fair market value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. The Recipient is advised to consult with a personal tax advisor to ensure that he or she is properly complying with applicable reporting requirements.

## **KENYA**

There are no country-specific provisions.

## **MEXICO**

### *Terms and Conditions*

#### **Labor Law Acknowledgment**

These provisions supplement Section 12 of the Agreement:

**Modification.** By accepting the Award, the Recipient understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of the Recipient's employment.

**Policy Statement.** The grant of the Award made under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, is solely responsible for the administration of the Plan and participation in the Plan and the acquisition of Shares does not, in any way, establish an employment relationship between the Recipient and the Company since the Recipient is participating in the Plan on a wholly commercial basis and the Recipient's sole employer is Servicios Integrados de Administración y Alta Gerencia S. de R.L. de C.V., nor does it establish any rights between the Recipient and the Employer.

#### **Plan Document Acknowledgment**

By accepting the grant of the Awards, the Recipient acknowledges that the Recipient has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, the Recipient further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 12 of the Agreement ("Nature of Award," in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) none of the Affiliates or the Company is responsible for any decrease in the value of the Shares underlying the Award.

Finally, the Recipient hereby declares that the Recipient does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of the Recipient's participation in the Plan and therefore grants a full and broad release to the Employer, the Company and any Affiliates with respect to any claim that may arise under the Plan.

#### **Spanish Translation**

#### **Términos y Condiciones**

##### **Reconocimiento de la Ley Laboral aplicable**

*Los presentes lineamientos reemplazarán a la Cláusula 12 del Contrato.*

**Modificación.** *Al aceptar el Otorgamiento, el Beneficiario reconoce y entiende que cualquier modificación al Plan o al Contrato o su terminación no serán considerados como un cambio o disminución en los términos y condiciones de su relación de trabajo.*

**Declaración de Política.** *El Otorgamiento realizado conforme al Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.*

*La Compañía, con oficinas registradas ubicadas en One Coca Cola Plaza, Atlanta Georgia, 30313, EE.UU., es la única responsable de la administración del Plan y de la participación en el mismo, y la adquisición de Acciones no establece de forma alguna una relación de trabajo entre el Beneficiario y la Compañía, ya que su participación en el Plan es completamente comercial, y el único empleador del Beneficiario es Servicios Integrados de Administración y Alta Gerencia, S. de R.L. de C.V., así como tampoco establece ningún derecho entre el Beneficiario y el Patrón.*

**Reconocimiento del Documento del Plan.** *Al aceptar el Otorgamiento, el Beneficiario reconoce que ha recibido una copia del Plan, que ha revisado el Plan y el Contrato y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Contrato.*

*Adicionalmente, al firmar el Contrato, el Beneficiario reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en la cláusula 12 del Contrato ("Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ninguna de las empresas Afiliadas o la Compañía, son responsables por cualquier disminución en el valor de las Acciones en relación al Otorgamiento.*

*Finalmente, el Beneficiario manifiesta que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación del Beneficiario en el Plan y, en consecuencia, otorga el más amplio finiquito al Patrón, así como a la Compañía y empresas Afiliadas con respecto a cualquier demanda que pudiera originarse en virtud del Plan.*

#### **MOROCCO**

##### **Notifications**

##### **Exchange Control Information**

The Company reserves the right to force the immediate sale of any Shares to be issued upon vesting and settlement of the Award. If applicable, the Recipient agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay the Recipient the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Recipient acknowledges that the Recipient is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

The Recipient is required immediately to repatriate to Morocco the proceeds from the sale of any Shares which may be issued to the Recipient at vesting and settlement of the Awards. Such repatriation of proceeds may need to be effectuated through a special account established by the Company, its Subsidiary or Affiliate. By accepting the Awards, the Recipient consents and agrees that the cash proceeds may be transferred to such special account prior to being delivered to the Recipient.

If repatriation of proceeds is not effectuated through a special account, the Recipient agrees to maintain his or hers own records proving repatriation and to provide copies of these records upon request from the Company, its Subsidiary and/or the Office des Changes. The Recipient is responsible for ensuring compliance with all exchange control laws in Morocco.

## **PAKISTAN**

### *Terms and Conditions*

#### **Immediate Sale of Shares**

Notwithstanding anything to the contrary in the Agreement and the Plan, due to local regulatory requirements, the Recipient agrees to the immediate sale of any Shares to be issued to the Recipient on the Release Date. The Recipient further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization without further consent) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient acknowledges that the Company and its designated broker are under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company will deliver to the Recipient the cash proceeds from the sale of the Shares, less any Tax-Related Items and brokerage fees or commissions.

### *Notifications*

#### **Exchange Control Information**

The Recipient is required immediately to repatriate to Pakistan the proceeds from the sale of Shares as described above. The Recipient should consult his or her personal advisor prior to exercise and settlement of the Awards to ensure compliance with the applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Recipient is responsible for ensuring compliance with all exchange control laws in Pakistan.

## **PHILIPPINES**

### *Notifications*

#### **Securities Law Information**

The Recipient acknowledges that the Recipient is permitted to sell Shares acquired under the Plan through the broker, provided that such sale takes place outside of the Philippines through the facilities of the New York Stock Exchange on which the Shares are listed.

The securities being offered or sold herein have not been registered with the Philippines Securities and Exchange Commission under its Securities Regulation Code (the "SRC"). Any future offer or sale thereof is subject to registration requirements under the SRC unless such offer or sale qualifies as an exempt transaction.

## **RUSSIA**

### ***Terms and Conditions***

#### **U.S. Transaction and Sale Restrictions**

The Recipient understands that acceptance of the grant of the Award results in a contract between the Recipient and the Company completed in the United States and that the Agreement are governed by the laws of the Commonwealth of Delaware, without regard to choice of law principles thereof. Any Shares acquired under the Plan shall be delivered to the Recipient through a brokerage account in the U.S. The Recipient may hold the Shares in his or her brokerage account in the U.S.; however, in no event will Shares issued to the Recipient under the Plan be delivered to the Recipient in Russia. The Recipient is not permitted to sell the Shares directly to other Russian legal entities or individuals, nor is Recipient permitted to bring any certificates representing the Shares into Russia (if such certificates are actually issued).

Depending on the development of local regulatory requirements, the Company reserves the right to require the immediate sale of any Shares to be issued to Recipient upon vesting of the Award. By accepting the Award, Recipient acknowledges that Recipient understands and agree that the Company is authorized to, and may, in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares issued to the Recipient upon vesting of the Award (on Recipient's behalf pursuant to this authorization) and Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the shares of Shares, Recipient will receive the cash proceeds, less any Tax-Related Items and brokerage fees or commissions.

#### **Data Privacy**

The following provision replaces Section 11 of the Agreement:

By accepting the Award, the Recipient acknowledges that he or she has read, understood and agrees to the terms regarding the collection, processing and transfer of data described in Section 11 of the Agreement. In this regard, upon request of the Company or the Employer, the Recipient agrees to provide an executed data privacy consent form or any similar agreements or consents that the Company or the Employer may deem necessary to obtain under the data privacy laws in Russia, either now or in the future. The Recipient understands that he or she will not be able to participate in the Plan if the Recipient fails to execute any such consent or agreement that may be requested.

#### ***Notifications***

#### **Securities Law Information**

The Employer is not in any way involved in the offer of the Award or administration of the Plan. The Agreement, the Plan and all other materials the Recipient may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The issuance of Shares under the Plan has not and will not be registered in Russia and hence the Shares described in any Plan-related documents may not be offered or placed in public circulation in Russia.

Please note that, under the Russian law, the Recipient is not permitted to sell or otherwise alienate the Shares directly to other Russian individuals and the Recipient is not permitted to bring Share certificates into Russia.

#### **Exchange Control Information**

The Recipient is responsible for complying with all currency control laws and regulations in Russia that may apply to participation in the Plan. Within a reasonably short time after the receipt of any funds resulting from the Award (*e.g.*, sale proceeds, dividends, etc.), the funds must be repatriated to Russia and credited to a Russian resident Recipient through a foreign currency account at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws. Effective August 2, 2014, dividends (but not dividend equivalents) do not need to be remitted to a Russian resident Recipient's bank account in Russia but instead can be remitted directly to a foreign individual bank account (in Organisation for Economic Cooperation and Development ("OECD") and Financial Action Task Force ("FATF") countries). The Recipient should consult his or her personal advisor before remitting any funds into Russia, as exchange control requirements are subject to change at any time, often without notice.



**Labor Law Information**

If the Recipient continues to hold Common Stock acquired at vesting of the Award after an involuntary termination of employment, he or she may not be eligible to receive unemployment benefits in Russia.

**SINGAPORE***Notifications***Securities Law Information**

The Award is being granted pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Recipient should note that the Award is subject to section 257 of the SFA and the Recipient should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares in Singapore, unless such sale or offer is made (1) after 6 months from the Award Date or (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

**Chief Executive Officer and Director Notification Requirement**

If the Recipient is a Chief Executive Officer ("CEO") or a director, associate director or shadow director of the Company's Singapore Affiliate, the Recipient is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company's Singapore Affiliate in writing when the Recipient receives an interest (*e.g.*, the Awards, Shares, etc.) in the Company or any Affiliates within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (*e.g.*, when Shares are sold), or (iii) becoming a CEO, director, associate director or shadow director.

**SOUTH AFRICA***Terms and Conditions***Tax Acknowledgment**

By accepting the Award, the Recipient agrees to notify the Employer of the amount of any gain realized at the taxable event. If the Recipient fails to advise the Employer of the gain realized at the taxable event, the Recipient may be liable for a fine. The Recipient will be responsible for paying any difference between the actual tax liability and the amount withheld.

*Notifications***Exchange Control Information**

South African residents may be required to obtain approval from the South African Reserve Bank for payments (including payment of the proceeds from the sale of Shares) that he or she receives into accounts held outside of South Africa (*e.g.*, a U.S. brokerage account). The Recipient should consult his or her personal advisor to ensure compliance with current exchange control regulations.

## **SPAIN**

### ***Terms and Conditions***

#### **Labor Law Acknowledgment**

The following provision supplements Section 12 of the Agreement:

In accepting the Award, the Recipient consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The Recipient understands and agrees that the Company has unilaterally, gratuitously and discretionally decided to grant the Award under the Plan to individuals who may be employees of the Company and any Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliates, over and above the specific terms of the Plan. Consequently, the Recipient understands that the Award is granted on the assumption and condition that the Award and any Shares issued under the Plan are not part of any employment contract (either with the Company or any Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Recipient understands that the Award would not be granted to the Recipient but for the assumptions and conditions referred to herein; thus, the Recipient acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Award and any right to the Award shall be null and void.

Further, the vesting of the Award is expressly conditioned on the Recipient's continued employment, such that upon termination of employment, the Award may cease vesting immediately, effective on the date of the Recipient's termination of employment (unless otherwise specifically provided in the Agreement and/or the Plan). In particular, the Recipient understands and agrees that any unreleased Awards as of the date the Recipient is no longer actively employed or in service (unless otherwise specifically provided in the Agreement and/or the Plan) will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of termination of the Recipient's employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.

### ***Notifications***

#### **Securities Law Information**

The grant of an Award and the Shares issued pursuant to the vesting/settlement of the Award are considered a private placement outside the scope of Spanish laws on public offerings and issuances of securities. Neither the Plan nor the Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

#### **Exchange Control Information**

The acquisition, ownership and disposition of Shares and must be declared for statistical purposes to the *Dirección General de Comercio e Inversiones* (the "DGCI"), which is a department of the Ministry of Economy and Competitiveness. If the Recipient acquires Shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGCI for the Recipient; otherwise, the resident Recipient will be required make the declaration by filing the appropriate form with the DGCI. Generally, the declaration must be made in January for Shares owned as of December 31 of the prior year; however, if the value of Shares acquired or sold exceeds €1,502,530 (or the Recipient holds 10% or more of the capital of the Company or such other amount that would entitle the Recipient to join the Company's board of directors), the declaration must be filed within one (1) month of the acquisition or sale, as applicable.

### **Foreign Asset/Account Reporting Information**

To the extent the Recipient holds rights or assets outside of Spain with a value in excess of €50,000 per type of right or asset (e.g., Shares, cash, etc.) as of December 31 each year, such resident will be required to report information on such rights and assets on his or her annual tax return for such year. After such rights and assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000.

Further, the Recipient will be required to electronically declare to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities (including Shares acquired under the Plan) held in such accounts if the value of the transactions for all such accounts during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

Further, the Recipient is required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payments of cash or Shares made to the Recipient under the Plan) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the relevant year, exceed €1,000,000.

### **THAILAND**

#### *Notifications*

#### **Exchange Control Information**

If the proceeds from the sale of Shares or the receipt of dividends are equal to or greater than US\$50,000 or more in a single transaction, Thai resident Recipients must repatriate the proceeds to Thailand immediately upon receipt and convert the funds to Thai Baht or deposit the proceeds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the proceeds to Thailand. In addition, Thai resident Recipients must report the inward remittance to the Bank of Thailand on a foreign exchange transaction form.

Because exchange control regulations change frequently and without notice, the Recipient should consult his or her personal advisor before selling Shares to ensure compliance with current regulations. It is the Recipient's sole responsibility to comply with exchange control laws in Thailand.

### **SWITZERLAND**

#### *Notifications*

#### **Securities Law Notification**

The grant of the Award is considered a private offering and therefore is not subject to securities registration in Switzerland.

## **TURKEY**

### *Notifications*

#### **Securities Law Information**

Under Turkish law, the Recipient is not permitted to sell Shares acquired under the Plan in Turkey. The Recipient must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the New York Stock Exchange in the United States under the ticker symbol "KO" and Shares may be sold on this exchange.

#### **Exchange Control Information**

Under Turkish exchange control regulations, the Recipient may be required to use a financial intermediary institution approved under the Turkish Capital Market Law to acquire or sell shares traded on a foreign market and to report such activity to the Capital Markets Board. *The Recipient should consult his or her personal advisor regarding these requirements.*

## **UNITED ARAB EMIRATES**

### *Notifications*

#### **Securities Law Information**

Participation in the Plan is being offered only to selected Recipients and is in the nature of providing equity incentives to Recipients in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Recipients and must not be delivered to or relied on by any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Recipient does not understand the contents of the Plan and the Agreement, the Recipient should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## **UNITED KINGDOM**

### *Terms and Conditions*

#### **Responsibility for Taxes**

The following provisions supplement Section 7 of the Agreement:

If payment or withholding of income taxes is not made within ninety (90) days of the end of the tax year in which the income tax liability arises, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "Due Date"), the amount of any uncollected income tax shall constitute a loan owed by the Recipient to the Employer, effective on the Due Date. The Recipient understands and agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC"), it will be immediately due and repayable by the Recipient, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement.

Notwithstanding the foregoing, if the Recipient is a director or an executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Recipient will not be eligible for such a loan to cover the uncollected income tax. In the event that the Recipient is a director or executive officer and the income tax is not collected from or paid by the Recipient by the Due Date, the Recipient understands that the amount of any uncollected income tax may constitute a benefit to the Recipient on which additional income tax and national insurance contributions ("NICs") may be payable. The Recipient will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as appropriate) for the value of any employee NICs due on this additional benefit, which the Company and/or the Employer may recover from the Recipient by any of the means referred to in Section 7 of the Agreement.

***Notifications***

**Securities Disclosure**

This Agreement is not an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (“FSMA”) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Award are exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary of the Company.

**URUGUAY**

**Data Privacy**

The following provision supplements Section 11 of the Agreement:

The Recipient understands that his or her Data will be collected by his or her Employer and will be transferred to the Company at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States and/or any financial institutions or brokers involved in the management and administration of the Plan. The Recipient further understands that any of these entities may store the Recipient’s Data for purposes of administering his or her participation in the Plan.

**APPENDIX B TO  
THE COCA-COLA COMPANY  
2014 EQUITY PLAN  
PERFORMANCE SHARE AGREEMENT**

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THE COCA-COLA COMPANY  
 2014 EQUITY PLAN  
 STOCK OPTION AGREEMENT

Account Number:

The Coca-Cola Company (“KO”) hereby grants to the optionee named below Options to purchase KO Stock at the option price per share set forth below, subject to the provisions of this Stock Option Agreement, including any country-specific provisions for the optionee’s country in the appendix attached hereto (the “Appendix,” together with the Stock Option Agreement, the “Agreement”) and The Coca-Cola Company 2014 Equity Plan (the “Plan”).

- Optionee’s Name:
- Number of Options Granted, each for One Share of KO Stock:
- Option Price per Share:
- Option Offer Date for Belgium:
- Option Grant Date:
- Option Expiration Date:
- Vesting Schedule:

Capitalized terms not otherwise defined in this Agreement shall have the meaning provided in the Plan. The Plan is incorporated into, and made a part of, this Agreement.

1. When Options can be exercised

(a) General provisions.

- (i) No Option may be exercised until it has vested.
- (ii) No Option shall be exercisable prior to the first anniversary of the grant date, except in the event of a Change in Control, death or Disability resulting in a termination of employment.
- (iii) Except as is otherwise explicitly provided in this Agreement and the Plan, non-vested Options are forfeited immediately following termination of employment for any reason, and vested Options expire the earlier of: a) six months following termination of employment for any reason, and b) the Expiration Date noted in the Option.
- (iv) Except as is otherwise explicitly provided in this Agreement and the Plan, once an Option has vested, it may be exercised until it expires. Unless otherwise provided in the Plan or in this Agreement, the Options expire on the Option expiration date noted above.
- (vi) Notwithstanding any provision to the contrary in the Plan or in this Agreement, in the event of the optionee’s violation of Section 6 below, the Options will expire immediately at the time of such violation.

(b) Specific provisions. Except as otherwise provided in the Plan or in this Agreement, one fourth of the number of Options covered by this Agreement shall vest on each of the first, second, third and fourth anniversaries of the grant date.

2. Employment Events.

(a) The following chart describes the impact on vesting and the exercise period of certain events.

<b>Event</b>	<b>Impact on Vesting</b>	<b>Impact on Exercise Period</b>
Disability	Options continue to vest if employee is still employed.	Option expiration date provided in Agreement continues to apply.
Employment with the Company or a Subsidiary terminates because of Disability	All Options become immediately vested.	Option expiration date provided in Agreement continues to apply.
Employee is involuntary terminated from the Company or a Subsidiary after attaining age 50 and completing 10 Years of Service because of reduction in workforce, internal reorganization, or job elimination <u>and</u> employee signs a release of all claims and, if requested, an agreement on confidentiality and competition	Options held at least 12 months continue to vest for four years from termination date in accordance with the Option vesting schedule provided in the Agreement. Options held less than 12 months are forfeited.	Expires upon earlier of (1) four years from termination date, or (2) the Option expiration date provided in the Agreement.

Event	Impact on Vesting	Impact on Exercise Period
Employment with the Company or a Subsidiary terminates after attaining age 60 and completing 10 Years of Service	Options held at least 12 months become immediately vested. Options held less than 12 months are forfeited.	Option expiration date provided in Agreement continues to apply.
Employment with the Company or a Subsidiary terminates because of death	All Options become immediately vested.	Right of executor or administrator of estate to exercise Options terminates on earlier of (1) five years from the date of death, or (2) the Option expiration date provided in the Agreement.
Employment with the Company or a Subsidiary involuntarily terminates for reason other than for cause within one year after a Change in Control	Award shall be treated as described in the Plan.	Award shall be treated as described in the Plan.
Employment with the Company or a Subsidiary terminates for any other reason	Unvested Options are forfeited.	Expires upon earlier of (1) six months from termination date, or (2) the Option expiration date provided in the Agreement.
US military leave	Vesting continues during leave.	Option expiration date provided in the Agreement continues to apply.
Unpaid leave of absence pursuant to published Company policy of 12 months or less <sup>1</sup>	Vesting continues during leave.	Option expiration date provided in the Agreement continues to apply.
Transfer, at Company's discretion, to an Affiliate that is not a Subsidiary	Vesting continues after move.	Option expiration date provided in the Agreement continues to apply.
Transfer to a Subsidiary	Vesting continues after move.	Option expiration date provided in the Agreement continues to apply.
Optionee's employer is no longer an Affiliate under the terms of the Plan (this constitutes a termination of employment under the Plan)	Unvested Options are forfeited.	Expires upon earlier of (1) six months from termination date or (2) Option expiration date provided in the Agreement.
Employment with an Affiliate terminates for any reason	Unvested Options are forfeited.	Expires upon earlier of (1) six months from termination date or (2) Option expiration date provided in the Agreement.
Death after termination but before option has expired. Note: Termination of employment may have resulted in a change to the original Option expiration date provided in the grant	Not applicable	Right of executor or administrator of estate terminates on earlier of (1) five years from the date of death, or (2) the Option expiration date that applied at the date of death.

- (b) "Years of Service" for purposes of this agreement means "Years of Vesting Service" as that term is defined in The Coca-Cola Company Pension Plan, regardless of whether the optionee is a participant in that plan.
- (c) Committee Discretion to Establish Different Terms. Notwithstanding the foregoing provisions, the Committee may, at its sole discretion, establish different terms and conditions pertaining to the effect of an optionee's termination on the expiration or exercisability of Options at the time of grant or on the expiration or exercisability of outstanding Options. However, no Option can have a term of more than ten years.

3. How to exercise the Options. In order to exercise an Option, it must be vested and must not have expired, and the optionee must do the following:

- (a) Pay the option price. The optionee must pay the option price. The optionee shall be informed of the acceptable form and method of payment at or before the time the optionee informs KO of his or her intention to exercise the Option. The acceptable forms and methods of payment of the option price may include payment in cash, pursuant to a cashless exercise authorized by KO, or by delivery, through attestation, of shares of KO Stock owned by the optionee. Not all forms and methods of payment are available in every country. The value of any shares delivered to pay the option price shall be computed on the basis of the most recent reported market price at which a share of KO Stock shall have been sold prior to the time of processing the optionee's election to deliver shares in payment of the option price, as reported on the New York Stock Exchange Composite Transactions listing.

<sup>1</sup> In the case of other leaves of absence not specified above, including all leaves that extend beyond twelve months, optionees will be deemed to have terminated employment on the date of the leave (so that unvested options will be forfeited as of the date the leave begins and the option exercise period will end on the earlier of six months from the date the leave began or the option expiration date provided in the grant), unless the Committee identifies a valid business interest in doing otherwise, in which case it may specify what provisions it deems appropriate at its sole discretion; provided that the Committee shall have no obligation to consider any such matters.



(b) Complete all paperwork. The optionee must complete, sign and return any paperwork required by KO or by Merrill Lynch, Pierce, Fenner & Smith (“Merrill Lynch”), or such other agent as may administer the Option program on behalf of KO from time to time.

(c) Pay applicable Tax-Related Items.

Irrespective of any action taken by the Company or, or if different, the optionee’s employer (the “Employer”), the optionee hereby acknowledges and agrees that the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the optionee’s participation in the Plan and legally applicable to the optionee (“Tax-Related Items”), is and remains the responsibility of the optionee or the optionee’s estate or legal representative (as applicable) and may exceed the amount actually withheld by the Company or the Employer. The optionee acknowledges and understands that the requirements with respect to the Tax-Related Items may change from time to time as applicable laws or interpretations change.

Prior to any relevant taxable or tax withholding event, as applicable, the optionee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the optionee authorizes the Company, the Employer, and their respective agents, at their discretion, to satisfy any tax withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- withholding from the optionee’s wages or other cash compensation paid to the optionee by the Company and/or the Employer, or any other payment of any kind otherwise due to the optionee by the Company and/or the Employer; or
- withholding from proceeds of the sale of shares of KO Stock acquired upon exercise of the Option, either through a voluntary sale or through a mandatory sale arranged by the Company. In this regard, the optionee agrees that, should KO or any Affiliate in its reasonable judgment determine that Tax-Related Items withholding is required upon exercise of the options, KO may instruct Merrill Lynch to withhold and/or sell shares of KO Stock acquired by the optionee upon exercise of his or her options, or
- If the optionee is a U.S. taxpayer, he or she may elect to satisfy federal, state and local income Tax-Related Items liabilities due by reason of the exercise by having shares of KO Stock withheld. The value of withheld shares shall be computed as described in paragraph 2(a) above.

If the obligation for Tax-Related Items is satisfied by withholding in shares of KO Stock, for tax purposes, the optionee is deemed to have been issued the full number of shares subject to the Option, notwithstanding that a number of the shares are retained solely for the purpose of paying the Tax-Related Items.

In addition, the optionee shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the optionee’s participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the KO Stock or the proceeds of the sale of Shares, if the optionee fails to comply with the optionee’s obligations in connection with the Tax-Related Items.

The optionee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of shares of KO Stock upon exercise, the subsequent sale of shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the optionee’s liability for Tax-Related Items or achieve any particular tax result. Further, if the optionee is subject to tax in more than one jurisdiction, the optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For optionees who are International Service Associates, all Tax-Related Items remain the optionee’s responsibility, except as expressly provided in KO’s International Service Policy and/or tax equalization program.

(d) Pay applicable fees. The optionee agrees to pay to Merrill Lynch any costs associated with the sale of shares of KO Stock acquired upon exercise of the Options, whether such shares are sold to pay the option price, to satisfy Tax-Related Items or for other reasons.

(e) Right of set-off. By accepting this Agreement, the optionee agrees that, should KO or any Affiliate in its reasonable judgment determine that optionee owes KO or any Affiliate any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to KO pursuant to KO’s tax equalization program or KO’s policies with respect to travel and business expenses, and if the optionee has not satisfied such obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO Stock acquired by the optionee upon exercise of his or her Options, or KO may deduct funds equal to the amount of such obligation from the optionee’s salary or other funds due to the optionee from KO.

- (f) Comply with additional restrictions. The optionee agrees that the Compensation Committee of the Board of Directors of KO (the "Committee"), or its designee, may, in the exercise of its sole and absolute discretion at or before the time the optionee informs KO of his or her intention to exercise the Option, establish any additional conditions or restrictions with respect to the exercise of the Option, including, but not limited to, restrictions on the acceptable form or method of payment of the option price and restrictions for failing to promptly submit to KO or any Affiliate, a tax organizer, or such other tax-related documents reasonably requested by KO or, if different, the Employer, pursuant to KO's tax equalization program (if optionee is a participant in such program). The optionee shall be informed of such restrictions. The optionee agrees to comply with any such additional conditions or restrictions.
4. Non-qualified Option under U.S. Tax Laws. The Options are not intended to be, and shall not be treated as, incentive stock options, as defined in Section 422 of the U.S. Internal Revenue Code of 1986, as amended.
5. Options are not transferable. The optionee may not assign or transfer the Options in any situation, including, but not limited to, divorce; provided that upon the optionee's death the Options may be transferred by will or by the laws of descent and distribution. During the lifetime of the optionee, the Options shall be exercisable only by the optionee personally or, in the event of the optionee's Disability if a legal representative has been appointed to act on behalf of the optionee, then by the optionee's legal representative.
6. Forfeiture of Options and Option gain. In the event optionee shall engage in a "Prohibited Activity" (as defined on Schedule A hereto), at any time during the term of the Options, or within one year after termination of optionee's employment from KO, the Employer or any Affiliate, or within one year after exercise of all or any portion of the Options, whichever occurs latest, this Option shall be rescinded and, if applicable, any gain associated with any exercise of this Option shall be forfeited and repaid to KO. Accordingly, if the optionee engages in a Prohibited Activity, then:
- (a) as of the date that the optionee participates in such Prohibited Activity, all unexercised portions of this Option immediately and automatically shall terminate, be forfeited, and shall cease to be exercisable (unless such Option has been terminated sooner by operation of another term or condition of the Plan or this Agreement); and
- (b) within ten days after receiving from KO written notice of the termination of this Option, the optionee shall pay to KO any and all gains associated with the exercise of all or any portion of this Option, plus interest calculated from the time of such notice through the date of repayment to KO. The gain associated with the exercise of any portion of this Option shall be the closing price per share on the date of the exercise thereof, as reported on the New York Stock Exchange Composite Transactions listing, less the option price per share shown above, multiplied by the number of Options exercised. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

Optionee may be released from the effects of this section if the Committee determines in its sole discretion that such action is in the best interest of KO and its stockholders.

Optionee expressly acknowledges and affirms that the foregoing provisions of this section are material and important terms of this Agreement, and optionee expressly agrees that if all or any part or application of the foregoing provisions of this section are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, KO shall be entitled to receive from optionee, in exchange for the exercise price per share shown above, all shares of KO Stock acquired by optionee upon exercise of any portion of the Option and held by optionee. If optionee has sold, transferred or otherwise disposed of any shares of KO Stock acquired by optionee upon exercise of any portion of the Option, KO shall be entitled to receive from optionee the gain associated with such sale, transfer or disposal, plus interest calculated through the date of payment to KO. The gain associated with the sale, transfer or other disposal of any share of KO Stock acquired by optionee upon exercise of any portion of the Option shall be the closing price per share on the date of such sale, transfer or disposal, as reported on the New York Stock Exchange Composite Transactions listing, less the option price per share shown above, multiplied by the number of shares of KO Stock sold, transferred or disposed of. Interest shall be calculated using the weighted prime rate at SunTrust Bank, Atlanta.

7. Stock ownership guidelines and agreement to retain net shares. If the optionee is subject to KO's stock ownership guidelines, the optionee expressly agrees as a condition of this grant that if optionee has not met the applicable stock ownership guidelines within the time prescribed therein, optionee will not sell the number of shares of KO Stock obtained upon exercise of the Options (after paying the Tax-Related Items and the option price, if applicable) until the optionee has satisfied the optionee's share ownership guidelines and then only shares in excess of those guidelines. Nothing in this paragraph shall be construed to limit the optionee's ability to execute a cashless exercise.
8. Notices. Each notice relating to the Option or its exercise shall be in writing. Requests and other notices regarding the exercise of Options shall be delivered (whether by overnight delivery or by mail) as follows:

Merrill Lynch, Pierce, Fenner & Smith at Merrill Lynch Group Employee Services  
Attention: The Coca-Cola Company Stock Option Plan Unit  
1400 Merrill Lynch Drive  
Mail Stop 04-BS-PRO  
Pennington, New Jersey 08534, USA

All notices to KO shall be addressed as follows: Director, Executive Compensation  
The Coca-Cola Company  
One Coca-Cola Plaza  
Atlanta, Georgia 30313, USA

All notices to the optionee shall be addressed to the principal address of the optionee on file with KO, the Employer and/or Merrill Lynch. Either KO or the optionee may designate a different address by written notice to the other. Written notice to these addresses shall be effective to bind KO, the optionee and the optionee's successors and assigns.

9. Administrative matters. The optionee hereby agrees that the Committee may, subject to the provisions of the Plan, establish such rules and regulations as it deems necessary or advisable for the proper administration of the Plan, and may make determinations and may take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or other action made or taken pursuant to the Plan, including interpretation of the Plan and the specific conditions and provisions of this Agreement and the Options, shall be final and conclusive for all purposes and upon all persons including, but without limitation, KO, Affiliates, the Committee, the KO Board of Directors, officers and the affected employees of KO, and the optionees and their respective successors in interest.

When the issuance or transfer of KO Stock pursuant to the exercise of an Option may, in the opinion of KO, conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, KO reserves the right to refuse to issue or transfer that KO Stock.

10. Data Privacy. The optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the optionee's personal data as described in this Agreement and any other Option grant materials by and among, as applicable, the Employer, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the optionee's participation in the Plan.

The optionee understands that the Company and the Employer may hold certain personal information about the optionee, including, but not limited to, the optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. Certain Data may also constitute "sensitive personal data" within the meaning of applicable local law. Such Data includes, but is not limited to, the information provided above and any changes thereto and other appropriate personal and financial data about the optionee.

The optionee hereby provides explicit consent to KO, the Employer and any Affiliate to process any such Data. The optionee understands that Data will be transferred to Merrill Lynch or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the optionee's country. The optionee understands that if the optionee resides outside the United States, the optionee may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The optionee authorizes the Company, Merrill Lynch and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing the optionee's participation in the Plan. The optionee understands that Data will be held only as long as is necessary to implement, administer and manage the optionee's participation in the Plan. The optionee understands that if the optionee resides outside the United States, the optionee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the optionee understands that the optionee is providing the consents herein on a purely voluntary basis. If the optionee does not consent, or if the optionee later seeks to revoke his or her consent, the optionee's employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing his or her consent is that the Company would not be able to grant optionee Options or other equity awards or administer or maintain such awards. Therefore, the optionee understands that refusing or withdrawing his or her consent may affect the optionee's ability to participate in the Plan. For more information on the consequences of his or her refusal to consent or withdrawal of consent, the optionee understands that the he or she may contact the local human resources representative.

11. Nature of Grant. In accepting the Options, the optionee acknowledges, understands and agrees that:

(a) the Plan is discretionary in nature, and KO can amend, modify, suspend, cancel or terminate it at any time, to the extent permitted under the Plan;

- (b) the grant of Options under the Plan is voluntary and occasional and does not create any contractual or other right to receive future grants of any Options, or benefits in lieu of any Options, even if Options have been granted repeatedly in the past;
  - (c) all determinations with respect to any future awards, including, but not limited to, the times when Options shall be granted, the option price, and the time or times when each right shall be exercisable, will be at the sole discretion of the Committee;
  - (d) participation in the Plan is voluntary;
  - (e) the Option and any shares of KO Stock acquired under the Plan are not intended to replace any pension rights or compensation;
  - (f) the future value of the shares of KO Stock underlying the Option is unknown, indeterminable and cannot be predicted with certainty;
  - (g) if the underlying shares of KO Stock do not increase in value, the Option will have no value;
  - (h) if the optionee exercises the Option and acquires shares of Stock, the value of such shares of KO Stock may increase or decrease in value, even below the option price;
  - (i) the Options and any shares of KO Stock acquired under the Plan and any income derived therefrom are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, dismissal, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement or welfare benefits or similar payments;
  - (j) for purposes of the Option, the optionee's employment or service relationship will be considered terminated as of the date the optionee is no longer actively providing services to the Company or an Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the optionee is employed or the terms of the optionee's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, (i) the optionee's right to vest in the Option under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the optionee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the optionee is employed or the terms of the optionee's employment agreement, if any); and (ii) the period (if any) during which the optionee may exercise the Option after such termination of the optionee's employment or service relationship will commence on the date the optionee ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where the optionee is employed or terms of the optionee's employment agreement, if any; the Committee shall have the exclusive discretion to determine when the optionee is no longer actively providing services for purposes of the optionee's Option grant (including whether the optionee may still be considered to be providing services while on a leave of absence);
  - (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of the optionee's employment or other service relationship (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the optionee is employed or the terms of the optionee's employment agreement, if any), and in consideration of the grant of the Option to which the optionee is otherwise not entitled, the optionee irrevocably agrees never to institute any claim against the Company, the Employer or any Affiliate; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the optionee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;
  - (l) the Option grant and the optionee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer or any Affiliate, and shall not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate the optionee's employment or service relationship (if any); and
  - (m) if the optionee is providing services outside the United States, the optionee acknowledges and agrees that neither the Company, the Employer nor any Affiliate shall be liable for any foreign exchange rate fluctuation between the optionee's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to me pursuant to the exercise of the Option or the subsequent sale of any shares of KO Stock acquired upon exercise.
12. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the optionee's participation in the Plan, or optionee's acquisition or sale of the underlying shares of KO Stock. The optionee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the optionee's participation in the Plan before taking any action related to the Plan.
13. Entire Agreement Severability. The Plan and this Agreement set forth the entire understanding between the optionee, the Employer, the Company, and any Affiliate regarding the acquisition of the shares of KO Stock and supersedes all prior oral and written agreements pertaining to this Option. If all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between optionee and KO, each and all of the other provisions of this Agreement shall remain in full force and effect.

14. Governing Law and Venue. The Option grant and this Agreement has been made in and shall be governed by, construed under and in accordance with the laws of the State of Delaware, United States of America, without regard to the conflict of law provisions, as provided in the Plan. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Options or this Agreement, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.
15. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
16. Language. If the optionee has received this Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
17. Appendix. Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any special terms and conditions set forth in the Appendix to this Agreement for the optionee's country. Moreover, if the optionee relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to the optionee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.
18. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the optionee's participation in the Plan, on the Option and on any shares of KO Stock purchased upon exercise of the Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
19. Waiver. The optionee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the optionee or any other optionee.
20. Insider Trading Restrictions/Market Abuse Laws. The optionee acknowledges that, depending on the optionee's country of residence, the optionee may be subject to insider trading restrictions and/or market abuse laws, which may affect the optionee's ability to acquire or sell shares of KO Stock or rights to shares of KO Stock (e.g., Options) under the Plan during such times as the optionee is considered to have "inside information" regarding the Company (as defined by the laws in the optionee's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under KO's insider trading policy. The optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the optionee is advised to speak to his or her personal advisor on this matter.

**THE COCA-COLA COMPANY**  
**By: The Committee**

*Authorized Signature*

*Using the Merrill Lynch voice response system or other available means, the optionee must accept the above Options to purchase shares of KO Stock in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [date], then KO may declare the Option grant null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Option grant will be voided, which means the Options will terminate automatically and cannot be transferred to the optionee's heirs pursuant to the optionee's will or the laws of descent and distribution.*

Schedule A  
**Prohibited Activities**

For purposes of this Agreement, the term "Prohibited Activity" shall include any and all of the following:

- (a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of KO, the Employer and/or any Affiliate thereof, including but not limited to negative references to KO or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;
- (b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of KO, the Employer and/or any Affiliate which optionee was involved with during optionee's employment;
- (c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of KO that came into optionee's knowledge during optionee's employment by KO, the Employer or any Affiliate, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- (d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of KO, the Employer and/or any Affiliate that came into optionee's knowledge during optionee's employment by KO, the Employer or any Affiliate, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to KO and not generally known to the public or to competitors of KO;
- (e) *Return of Materials* – failure of optionee, in the event of optionee's termination of employment for any reason, promptly to deliver to KO all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding KO's business, whether made or compiled by optionee or furnished to optionee by virtue of optionee's employment with KO, the Employer or any Affiliate, or failure promptly to deliver to KO all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to optionee by virtue of optionee's employment with KO, the Employer or any Affiliate;
- (f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Committee or the Chief Executive Officer of KO or any senior officer designated by the Committee, is or becomes competitive with KO;
- (g) *Non-Solicitation* – soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company or an Affiliate with whom optionee had professional interaction during the last twelve months of optionee's employment with KO or the Affiliate; or
- (h) *Violation of KO Policies* – violating any written policies of KO or the Employer applicable to optionee, including without limitation, KO's insider trading policy.

**Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting KO's right under applicable state or local law or any prior agreement I have signed or made with KO regarding trade secrets, confidential information, or intellectual property.**

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**APPENDIX TO**  
**THE COCA-COLA COMPANY**  
**2014 EQUITY PLAN**  
**STOCK OPTION AGREEMENT**

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Options granted to the optionee under the Plan if the optionee works in one of the countries listed below. If the optionee is a citizen or resident of a country other than the one in which the optionee is currently working, is considered a resident of another country for local law purposes or if the optionee transfers employment and/or residency between countries after the grant date, KO will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to the optionee.

Certain capitalized terms used but not defined in this Appendix have the same meanings set forth in the Plan and/or the Agreement, as applicable.

***Notifications***

This Appendix also includes information regarding securities, exchange control and certain other tax or legal issues of which the optionee should be aware with respect to the optionee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of December 2015. Such laws are often complex and change frequently. As a result, KO strongly recommends that the optionee not rely on the information in this Appendix as the only source of information relating to the consequences of the optionee's participation in the Plan because the information may be out of date at the time that the Options vest, the optionee exercises the Options or the optionee sells shares of KO Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the optionee's particular situation and KO is not in a position to assure the optionee of a particular result. Accordingly, the optionee is advised to seek appropriate professional advice as to how the relevant laws in the optionee's country may apply to his or her situation. Furthermore, additional privacy laws may apply in the optionee's country.

Finally, if the optionee is a citizen or resident of a country other than the one in which the optionee is currently working, is considered a resident of another country for local law purposes or if the optionee transfers employment and/or residency between countries after the grant date, the information contained herein may not be applicable to the optionee in the same manner.

**ARGENTINA**

***Notifications***

**Securities Law Information**

The optionee understands that neither the Options nor the shares of KO Stock underlying the Options are publicly offered or listed on any stock exchange in Argentina. Therefore the offer of the Options does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Limited Method of Exercise**

In accordance with Section 3 of the Agreement, the method of payment of the option price of the Options shall, unless otherwise determined by the Committee at its discretion, be limited to a cashless exercise authorized by KO, or by delivery, through attestation, of shares of KO Stock owned by the optionee. Payment of option price shall not be permitted in cash. Consequently, no funds will flow out of Argentina in connection with the Options.

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### **Exchange Control Information**

If the optionee transfers proceeds from the sale of shares of KO Stock and any cash dividends into Argentina, the optionee may be subject to certain restrictions. If the transfer of funds received in connection with the Option into Argentina is made within 10 days of receipt, 30% of the amount transferred into Argentina may be subject to mandatory deposit in a non-interest bearing account for a holding period of 365 days. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer sale proceeds into Argentina (*e.g.*, evidence of the sale, proof of the source of the funds used to purchase the shares, etc.). If the bank determines that the 10-day rule or any other rule or regulation promulgated by the Argentine Central Bank has not been satisfied, it will require that 30% of the proceeds be placed in a non-interest bearing deposit account for a holding period of 365 days.

The optionee is solely responsible for complying with the exchange control rules that may apply to the optionee in connection with his or her participation in the Plan and/or transfer of proceeds from the sale of shares of KO Stock or receipt of dividends acquired under the Plan into Argentina. Prior to transferring funds into Argentina, the optionee should consult his or her local bank and/or exchange control advisor to confirm what will be required by the bank because interpretations of the applicable Central Bank regulations vary by bank and exchange control rules and regulations are subject to change without notice.

### **Foreign Asset/Account Reporting Information**

Argentinian residents must report any shares of KO Stock acquired under the Plan and held by the resident on December 31 of each year on their annual tax return for that year.

### **AUSTRALIA**

#### *Terms and Conditions*

#### **Australian Offer Document**

The offer of the Option is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of the Option to Australian resident employees, which will be provided to the optionee with the Agreement.

#### *Notifications*

#### **Securities Law Information**

The offering and resale of the KO Stock acquired under the Plan to a person or entity resident in Australia may be subject to disclosure requirements under Australian law. The optionee should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

### **Exchange Control Information**

Australian residents must report inbound and/or outbound cash transactions exceeding A\$10,000 and inbound and/or outbound international fund transfers of any value if the transfers do not involve an Australian bank.

### **AUSTRIA**

#### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Austria.

### **Consumer Protection Information**

The optionee may be entitled to revoke the Agreement on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

- (i) The revocation must be made within one week after the acceptance of the Agreement.
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- (ii) The revocation must be in written form to be valid. It is sufficient if the optionee returns the Agreement to KO or KO's representative with language that can be understood as the optionee's refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

#### **Exchange Control Information**

If the optionee holds securities (including shares of KO Stock acquired under the Plan) or cash (including proceeds from the sale of shares and any cash dividends) outside of Austria (even if the optionee holds them outside of Austria at a branch of an Austrian bank), the optionee may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded.

Specifically, if the optionee is an Austrian resident and holds securities outside of Austria, reporting requirements will apply if the value of such securities meets or exceeds (i) €30,000,000 as of the end of any calendar quarter, or (ii) €5,000,000 as of December 31. Further, if the optionee holds cash in accounts outside of Austria, monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €3,000,000.

#### **BAHRAIN**

There are no country specific provisions.

#### **BELGIUM**

##### *Terms and Conditions*

##### **Offer Document**

The optionee must accept the Option in writing either (i) within 60 days of the offer (for tax at offer), or (ii) after 60 days of the offer (for tax at exercise) by completing the attached Offer Document. The optionee should consult a personal tax advisor with respect to completing the Offer Document.

##### *Notifications*

##### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Belgium.

##### **Foreign Asset/Account Reporting Information**

The optionee is required to report any taxable income attributable to the Option on his or her annual tax return. Additionally, Belgian residents are required to report any security or bank accounts (including brokerage accounts) maintained outside of Belgium on their annual tax return. In a separate report, they will be required to provide the National Bank of Belgium with certain details regarding such foreign accounts.

##### **Tax Information**

This section is intended to advise optionees of potential tax impacts of certain actions or inactions under Belgian law. This section is applicable to any optionee who is subject to income tax in Belgium, including residents. Optionees are urged to consult their personal tax advisers when considering all matters regarding the Option grant set forth in the Agreement.

##### Options accepted within 60 days following the offer date

**At grant:** Stock Options that are accepted in writing within 60 days following the offer date are taxable on the date of grant. (Grant date is deemed to be the 60th day following the date of offer.) The taxable benefit is calculated as a percentage of the closing market price on the last trading day preceding the date of offer, plus any excess of the closing market price over the option price. Optionee acknowledges that these taxes are required to be paid even if the Options are later forfeited for any reason, including without limitation termination of employment, and/or the optionee is not actually able to realize value from the Options. The tax paid may not be refunded by the Belgian revenue agency.

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**At exercise:** No Belgian tax consequences, unless the optionee breaks his or her commitment to hold and not exercise the Options before the end of the third calendar year following the calendar year in which the offer was made.

**At sale:** In principle, no Belgian tax consequences. KO will report details of Option benefits—both at the time of grant and possibly at the time of exercise if the Options are exercised before the expiration of the committed holding period. Tax is due and payable with the optionee’s individual income tax return for the year of grant and possibly in the year of exercise.

Options accepted after the 60th day following the offer date

**At grant:** In principle, under current guidance from the Belgian tax authorities, no Belgian tax consequences.

**At exercise:** According to current guidance from the Belgian Minister of Finance, Options that are accepted in writing after the 60th day following the offer date are not subject to taxation at grant, but to taxation at exercise. The taxable benefit is the difference between the actual value of the shares of KO Stock at exercise less the Option price paid. KO will report details of Option benefits at exercise to the Belgian tax authorities through the annual salary statement for the year in which the Options are exercised. Belgian income tax is due and payable upon receipt of the notice of assessment, with the optionee’s individual tax return for the income year of exercise.

**At sale:** In principle, no Belgian tax consequences. KO and its Affiliates make no guarantee of any tax consequences to the optionee, as laws and guidance may change. In the case of any such changes, the optionee will accept the possibility of corresponding changes in KO’s obligation in respect of reporting and withholding.

Declining Options

If the optionee declines the Options, no tax will be owed at any time, but the Options will be declared null and void.

Special note for international service associates

Individuals resident in Belgium who are on international assignment under a KO or Affiliate program (e.g., ISAs or ESAs) are requested to accept the Options after 60 days of the date of offer. Should an international assignee accept the Options prior to 60 days from the date of offer, any taxes due on the grant of the Options shall be the international assignee’s personal responsibility and shall not be covered by the tax equalization policy.

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**Belgium Offer Document**

**Sign here to accept or decline the grant:**

Check one of the following three lines:

**1. \_\_\_\_\_ Accept within 60-day period**

I accept within the 60-day period (before [date – 60 days after Option Offer Date]) and commit to hold and not to exercise the Options before the end of the third calendar year following the year of offer. By accepting the Options within 60 days of the date of the offer, the Options will be taxed in the tax year in which they are accepted. I acknowledge that these taxes are required to be paid even if the Options are later forfeited for any reason and/or I am not actually able to realize value from the Options.

If you have selected Option 1, please select one of the following:

\_\_\_\_\_ **ACCEPT ALL:** I hereby accept all of the number of Options granted in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that I have read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. I also declare not to exercise the above Options prior to [date].

\_\_\_\_\_ **ACCEPT PART:** I hereby accept part of the Options granted in accordance with and subject to the terms and conditions of this Agreement and Plan. I **ACCEPT ONLY OF THE OPTIONS GRANTED.** I acknowledge that I have read this Agreement and the Plan, and agree to be bound by this Agreement, the Plan and the actions of the Committee. I also declare not to exercise the above Options prior to [date]. I decline the remaining number of Options granted.

**2. \_\_\_\_\_ Accept after the 60-day period**

I accept after the 60-day period (after [date – 60 days after Option Offer Date]). By accepting the Options at least 60 days after the date of the offer, under current guidance from the Belgian tax authorities, the Options will be taxed at the time Options are exercised, based on the difference between the option price and the grant price. KO and its Affiliates make no guarantee of any tax consequences to the optionee, as laws and guidance may change.

**3. \_\_\_\_\_ DECLINE ALL:** I hereby decline all of the Options granted.

\_\_\_\_\_  
Optionee Signature

\_\_\_\_\_  
Date of Signature

***Warning: If the optionee does not accept all or part of the grant by checking the first or second line, signing above, and returning this Agreement prior to [date], then KO may declare the Option grant null and void. Also, in the unfortunate event that death occurs before this Agreement has been so accepted then this Option grant will be voided, which means the Options cannot be transferred to the optionee's heirs pursuant to the optionee's will or the laws of descent and distribution.***

**INSTRUCTIONS FOR RETURNING SIGNED GRANT AGREEMENT:**

Deliver by **internal mail** to [name], **Human Resources, p/a., Chaussee de Mons 1424, 1070 Brussels**

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## **BRAZIL**

### *Terms and Conditions*

#### **Nature of Grant**

The following provision supplements Section 11 of the Agreement:

The optionee agrees that (i) he or she is making an investment decision, (ii) the optionee will be entitled to exercise the Option only if the vesting conditions are met and any necessary services are rendered by the optionee over the vesting period, and (iii) the value of the underlying shares of KO Stock is not fixed and may increase or decrease in value over the vesting period without compensation to the optionee.

#### **Compliance with Law**

By accepting the Option, the optionee acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the exercise of Options and the sale of shares of KO Stock acquired under the Plan and the receipt of any dividends.

#### *Notifications*

#### **Exchange Control Information**

Remittance of funds for the purchase of shares of KO Stock under the Plan must be made through an authorized commercial bank in Brazil.

#### **Foreign Asset/Account Reporting Information**

If the optionee is resident or domiciled in Brazil, the optionee will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000 as of December 31. Assets and rights that must be reported include shares of KO Stock acquired under the Plan.

## **CANADA**

### *Terms and Conditions*

#### **Termination of Employment**

The following provision replaces Section 11(j) of the Agreement:

In the event of the optionee's termination of employment for any reason (whether or not later found invalid or in breach of local employment laws or the terms of the optionee's employment agreement, if any), any non-vested Options shall be immediately forfeited without consideration; except as is otherwise explicitly provided in the Agreement and the Plan. For purposes of the preceding sentence, the optionee's right to vest in and exercise the Option will terminate effective as of the earlier of the following dates: (i) the date on which optionee's employment is terminated; (ii) the date the optionee receives written notice of termination of employment from KO or one of the Affiliates; or (iii) the date the optionee is no longer actively employed by or providing services to KO or one of the Affiliates. The right to vest in and exercise the Option (as discussed above) will not be extended by any notice period (*e.g.*, active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Canadian laws or the terms of the optionee's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when the optionee is no longer actively providing services for purposes of the optionee's Option grant (including whether the optionee may still be considered to be providing services while on a leave of absence).

#### **Data Privacy**

The following provision supplements Section 10 of the Agreement:

The optionee hereby authorizes KO and KO's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The optionee further authorizes KO, any Affiliates and any stock plan service provider that may be selected by KO to assist with the Plan to disclose and discuss the Plan with their respective advisors. The optionee further authorizes KO and any Affiliates to record such information and to keep such information in the optionee's employee file.

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## **Language Consent**

The following terms and conditions apply to the optionees resident in Quebec:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

### ***Consentement relatif à la langue utilisée***

*Les parties reconnaissent avoir exigé que cette convention («Agreement») soit rédigée en anglais, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente.*

### ***Notifications***

#### **Securities Law Information**

The optionee is permitted to sell shares of KO Stock acquired through the Plan through the designated broker appointed by KO, provided the resale of shares of KO Stock acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the shares of KO Stock are listed (*i.e.*, New York Stock Exchange).

#### **Foreign Asset/Account Reporting Information**

Canadian residents are required to report any foreign property (*e.g.*, shares of KO Stock acquired under the Plan and possibly unvested Options) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds C\$100,000 at any time in the year. It is the optionee's responsibility to comply with these reporting obligations, and the optionee should consult his or her own personal tax advisor in this regard.

## **CHILE**

### ***Notifications***

#### **Securities Law Information**

Neither KO nor KO Stock are registered with the Chilean Registry of Securities or under the control of the Chilean Superintendence of Securities.

#### **Exchange Control Information**

It is the optionee's responsibility to make sure that the optionee complies with exchange control requirements in Chile when the value of his or her share transaction is in excess of US\$10,000.

If the aggregate value of the KO Stock received under the Options exceeds US\$10,000, the optionee must sign Annex 1 of the Manual of Chapter XII of the Foreign Exchange Regulations and file it directly with the Central Bank within 10 days of the settlement of the Options.

The optionee is not required to repatriate funds obtained from the sale of KO Stock. However, if the optionee decides to repatriate such funds, the optionee must do so through the Formal Exchange Market if the amount of the funds exceeds US\$10,000. In such case, the optionee must report the payment to a commercial bank or registered foreign exchange office receiving the funds.

If the optionee's aggregate investments held outside of Chile exceeds US\$5,000,000 (including the investments made under the Plans), the optionee must report the investments annually to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

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Please note that exchange control regulations in Chile are subject to change. The optionee should consult with his or her personal legal advisor regarding any exchange control obligations that the optionee may have prior to the exercise of the Options.

### **Annual Tax Reporting Obligation**

The Chilean Internal Revenue (the "CIRS") requires all taxpayers to provide information annually regarding: (i) the taxes paid abroad which they will use as a credit against Chilean income taxes, and (ii) the results of foreign investments. These annual reporting obligations must be complied with by submitting a sworn statement setting forth this information before March 15 of each year. The forms to be used to submit the sworn statement are Tax Form 1853 "Annual Sworn Statement Regarding Credits for Taxes Paid Abroad" and Tax Form 1851 "Annual Sworn Statement Regarding Investments Held Abroad." If the optionee is not a Chilean citizen and has been a resident in Chile for less than three years, the optionee is exempt from the requirement to file Tax Form 1853. These statements must be submitted electronically through the CIRS website at <http://www.sii.cl>.

### **CHINA**

#### ***Terms and Conditions***

*The following provisions govern the optionee's participation in the Plan if the optionee is a national or passport holder of the People's Republic of China ("PRC") resident and working in mainland China:*

#### **Exchange Control Requirements**

To comply with local exchange control requirements and allow the Plan to continue in operation, as a condition of participation, the optionee must execute the Power of Attorney below and agree to certain special terms and conditions as set forth below. Any and all Options granted to the optionee (including any and all outstanding Options previously granted, any shares of KO Stock issued to the optionee in respect thereof, as well as current and future grants of Options issued to the optionee hereafter) are subject to local exchange control requirements, including the following special terms and conditions:

(i) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the optionee will be restricted to the cashless sell-all method of exercise with respect to his or her Options. To complete a cashless sell-all exercise, the optionee understands that he or she should instruct the broker to: (i) sell all of the shares of KO Stock issued upon exercise; (ii) use the proceeds to pay the option price, any applicable Tax-Related Items and brokerage fees or commissions; and (iii) remit the balance in cash to the optionee. The optionee acknowledges that KO's designated broker is under no obligation to arrange for the sale of the shares of KO Stock at any particular price. In the event of changes in regulatory requirements, KO reserves the right to eliminate the cashless sell-all method of exercise requirement and, in its sole discretion, to permit cash exercise or cashless sell-to-cover exercise.

(ii) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the optionee understands and agrees that upon termination of employment for any reason whatsoever, the optionee (or, in the event of death, the optionee's legal representative) will be permitted to exercise any unexercised Options for the shorter of the post-termination exercise period (if any) set forth in the Agreement and six (6) months of the termination of employment, or within any other such time frame as may be required or permitted by the State Administration of Foreign Exchange ("SAFE") Shanghai branch but in any event no later than the Option expiration date. Any unexercised portion of the Option shall immediately expire after this time. Further, KO shall have the exclusive discretion to determine when the optionee is no longer actively providing service for purposes of the Options;

(iii) The optionee must repatriate the cash proceeds from the sale of the shares of KO Stock issued upon the exercise of the Options to China. Such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by KO, the Employer or another Affiliate in China, and any proceeds from the cashless sell-all exercise of Options may be transferred to such special account prior to being delivered to the optionee (less any Tax-Related Items and any brokerage fees or commissions);

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(iv) KO will deliver the proceeds of the cashless sell-all exercise of Options sale of shares of KO Stock (less any Tax Related Items and any brokerage fees or commissions) to the optionee as soon as possible, but there may be delays in distributing the funds to the optionee due to exchange control requirements in China. Proceeds may be paid to the optionee in U.S. dollars or local currency at KO's discretion. If the proceeds are paid to the optionee in U.S. dollars, the optionee will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to the optionee in local currency, KO is under no obligation to secure any particular exchange conversion rate and KO may face delays in converting the proceeds to local currency due to exchange control restrictions. The optionee acknowledges and agrees that he or she bears the risk of any currency conversion rate fluctuation during that time.

(v) The optionee further agrees to comply with any other requirements that may be imposed by KO in the future in order to facilitate compliance with exchange control requirements in China.

#### **Power of Attorney**

*The optionee is a PRC national employee working for KO, the Employer or an Affiliate in China and, by electing to participate in the Plan and accepting the Agreement (including this Appendix), does hereby appoint as attorney-in-fact, KO, through its duly appointed representative, as the optionee's true and lawful representative, with full power and authority to do the following:*

(i) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by KO) sell on the optionee's behalf all of the shares of KO Stock the optionee receives through the exercise of any Options through a cashless sell-all exercise;*

(ii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by KO) repatriate the proceeds of the sale of the optionee's shares of KO Stock through a special exchange control account in China established by KO, the Employer or any other Affiliate in China;*

(iii) *To direct, instruct, authorize and prepare and execute any document necessary to have KO and/or Merrill Lynch (or any successor broker designated by KO) use the optionee's bank and/or brokerage account information and any other information as required to effectuate the sale of shares of KO Stock and the repatriation and delivery of the cash proceeds from such sale;*

(iv) *To take any additional action that may be necessary or appropriate for implementation of the Plan with SAFE or any other competent PRC authority, including but not limited to the transfer of funds through a special exchange control account in China; and*

(v) *To constitute and appoint, in the optionee's place and stead, and as the optionee's substitute, one representative or more, with power of revocation.*

*The optionee hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.*

#### **Notifications**

#### **Foreign Asset/Account Reporting Information**

The optionee may be required to report to SAFE all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents. Under these rules, the optionee may be subject to reporting obligations for the Options, shares of Stock acquired under the Plan, the receipt of any dividends and the sale of shares.

#### **COSTA RICA**

There are no country-specific provisions.

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## **EGYPT**

### *Notifications*

#### **Exchange Control Information**

If the optionee transfers funds into or out of Egypt in connection with the Options, the optionee is required to transfer the funds through a registered bank in Egypt.

## **FRANCE**

### *Terms and Conditions*

Option Intended to be Tax-Qualified

The Option is granted under the Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended ("French-qualified Options"). The French-qualified Option exercise price per Share will be no less than the minimum amount required under French law. The Company does not undertake to continue to maintain the qualified status of this French-qualified Option. The optionee understands and agrees that he or she will be responsible for paying personal income tax and the optionee's portion of social security contributions resulting from the exercise of this Option in the event this Option loses its qualified status and the optionee will not be entitled to any damages if the Option no longer qualifies as French-qualified Option.

The French qualified Option will expire on the earlier of: (a) six months after the date of the optionee's death and (b) the Option Expiration Date noted above. If the optionee's employment is terminated because of death, the unvested portion of optionee's French-qualified Option will immediately vest and become exercisable by the optionee's estate or heirs on the termination date for a period of six months following the optionee's death. If the optionee's heirs do not exercise the French-qualified Option within six months of the optionee's death, the French-qualified Option will be forfeited and the optionee's heirs will not be able to exercise the French-qualified Option.

#### **Language Consent**

By accepting the Option, the optionee confirms having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English language. The optionee accepts the terms of those documents accordingly. The optionee confirms that the optionee has a good knowledge of the English language.

*En acceptant l'Option, le Titulaire de l'Option confirme avoir lu et compris les documents relatifs à cette Option (le Plan et ce Contrat) qui ont été fournis en langue anglaise. Le Titulaire de l'Option accepte les termes dispositions de ces documents en connaissance de cause. Etant précisé que le Titulaire de l'Option a une bonne maîtrise de la langue anglaise*

### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in France.

#### **Foreign Asset/Account Information**

The optionee may hold shares of KO Stock acquired upon exercise of the Option, any proceeds resulting from the sale of shares of KO Stock or any dividends paid on such shares of Stock outside of France, provided the optionee declares all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) with his or her annual income tax return. Failure to complete this reporting may trigger penalties for the resident.

## **GERMANY**

### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Germany.

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## **Exchange Control Information**

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the optionee makes or receives a payment in excess of this amount, he or she is required to report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via Bundesbank’s website ([www.bundesbank.de](http://www.bundesbank.de)).

## **GREECE**

### *Notifications*

### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Greece.

## **Exchange Control Information**

If the optionee pays the exercise price of the Option with funds held in Greece, the optionee will need to complete an application form in order to remit such funds out of Greece. The form will be provided to the optionee by the foreign exchange bank handling the transaction.

## **HONG KONG**

### *Terms and Conditions*

### **Securities Law Notice**

*WARNING: The Option and the shares of KO Stock covered by the Option do not constitute a public offering of securities under Hong Kong law and are available only to employees of KO or its Affiliates participating in the Plan. The optionee should be aware that the contents of the Agreement have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Option is intended only for the personal use of each optionee and may not be distributed to any other person. The optionee is advised to exercise caution in relation to the offer. If the optionee is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the optionee should obtain independent professional advice.*

### **Sale of Shares**

Any shares of KO Stock received at exercise are accepted as a personal investment. In the event that any portion of this Option vests within six months of the grant date, the optionee agrees that he or she will not offer to the public or otherwise dispose of the shares of KO Stock acquired prior to the six-month anniversary of the grant date.

### *Notifications*

### **Occupational Retirement Schemes Ordinance Alert**

KO specifically intends that neither the Option nor the Plan will be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“ORSO”).

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## **INDIA**

### ***Terms and Conditions***

#### **Manner of Exercising Option**

The following provision supplements Section 3 of the Agreement:

Notwithstanding anything to the contrary in the Plan and/or the Agreement, due to legal restrictions in India, the optionee will not be permitted to pay the option price through any form of payment whereby some, but not all, of the shares of KO Stock purchased upon exercise of the Option are sold to pay the option price. However, the optionee will be permitted to pay the option price through any other form of payment set forth in the Agreement, including cash exercise and cashless sell-all exercise. Further, KO reserves the right to allow additional forms of payment depending on the development of local law.

### ***Notifications***

#### **Exchange Control Information**

If the optionee remits funds outside of India to purchase shares of KO Stock, it is his or her responsibility to comply with the exchange control laws in India. Also, the optionee must repatriate to India all funds resulting from the sale of shares of KO Stock within 90 days and all proceeds from the receipt of any dividends within 180 days. The optionee will receive a foreign inward remittance certificate ("FIRC") from the bank where he or she deposits the foreign currency. The optionee should maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation.

#### **Foreign Asset/Account Reporting Information**

The optionee is required to declare in his or her annual tax return his or her foreign financial assets (including shares of KO Stock) and any foreign bank accounts. The optionee understands that it is the optionee's responsibility to comply with this reporting obligation and is advised to confer with a personal tax advisor in this regard.

## **IRELAND**

### ***Notifications***

#### **Director Notification Requirement**

If the optionee is a director, shadow director or secretary of an Irish Affiliate, the optionee is required to notify such Irish Affiliate in writing within five business days of (i) receiving or disposing of an interest in KO (*e.g.*, Options, shares of KO Stock, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director, shadow director or secretary of an Irish Affiliate if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary, as the case may be).

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Ireland.

## **ITALY**

### ***Terms and Conditions***

#### **Form of Option Price Payment Limited**

In accordance with Section 3 of the Agreement, unless otherwise determined by KO and informed to optionee, payment of the option prices shall be limited to cashless exercise in a form and manner authorized by KO. For clarity, the optionee shall not be entitled to pay the option price in cash and, accordingly, no funds will be transferred out of Italy in connection with the exercise of the Option.

#### **Data Privacy**

The following provision replaces Section 10 of the Agreement:

The optionee understands that KO, the Employer and any other Affiliate may hold certain personal information about him or her, including, but not limited to, the optionee's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any shares of KO Stock or directorships held in KO or any Affiliate, details of all Options, or any other entitlement to shares of KO Stock awarded, cancelled, exercised, vested, unvested or outstanding in the optionee's favor ("Data"), for the exclusive purpose of implementing, managing and administering the Plan. The optionee is aware that providing KO with Data is necessary for the performance of the Plan and that his or her refusal to provide such Data would make it impossible for KO to perform its contractual obligations and may affect the optionee's ability to participate in the Plan.

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The Controller of personal data processing is The Coca-Cola Company with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is Coca-Cola Italia S.r.l., Edison Park Center, Viale Tommaso Edison 110, 20099 Sesto San Giovanni, Milan, Italy.

The optionee understands that Data may be transferred to KO or any of its Affiliates, or to any third parties assisting in the implementation, management and administration of the Plan, including any transfer required to its designated broker or other third party with whom shares of KO Stock acquired under the Plan or cash from the sale of such shares of KO Stock may be deposited. Furthermore, the recipients that may receive, possess, use, retain, and transfer such Data may be located in Italy or elsewhere, including outside the European Union, and the recipients' country (e.g., the United States) may have different data privacy laws and protections than Italy.

The processing activity, including transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the optionee's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. The optionee understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The optionee understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage the optionee's participation in the Plan. The optionee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing. Furthermore, the optionee is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the optionee's local human resources representative.

#### **Plan Document Acknowledgment**

In accepting the grant of the Option, the optionee acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

The optionee acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Section 1. When Options can be exercised; Section 3(c). Pay applicable Tax-Related Items withholding; Section 5. Options are not transferable; Section 11. Nature of Grant; Section 13. Governing Law and Venue; Section 14. Electronic Delivery and Acceptance; Section 17. Appendix; Section 18. Imposition of Other Requirements; and the Data Privacy section above.

#### ***Notifications***

#### **Foreign Asset/Account Reporting Information**

If the optionee is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and shares of KO Stock) which may generate taxable income in Italy, the optionee is required to report these assets on his or her annual tax return for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations also apply if the optionee is the beneficial owner of foreign financial assets under Italian money laundering provisions.

#### **Securities Disclaimer**

The grant of the Options is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Italy.

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## **JAPAN**

### *Notifications*

#### **Exchange Control Information**

If the optionee remits more than ¥30 million for the purchase of shares of KO Stock in a single transaction, the optionee must file a Payment Report with the Ministry of Finance (through the Bank of Japan or the bank carrying out the transaction). The precise reporting requirements vary depending on whether the relevant payment is made through a bank in Japan. If the optionee intends to acquire shares of Common Stock whose value exceeds ¥100 million in a single transaction, the optionee must also file a Report Concerning Acquisition of Shares ("Securities Acquisition Report") with the Ministry of Finance through the Bank of Japan within 20 days of acquiring the shares. The forms to make these reports can be acquired from the Bank of Japan.

#### **Foreign Asset/Account Reporting Information**

Japanese residents holding assets outside of Japan with a total net fair market value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. The optionee is advised to consult with a personal tax advisor to ensure that he or she is properly complying with applicable reporting requirements.

## **KENYA**

There are no country-specific provisions.

## **MEXICO**

### *Terms and Conditions*

#### **Labor Law Acknowledgment**

These provisions supplement Section 11 of the Agreement:

**Modification.** By accepting the Option, the optionee understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of the optionee's employment.

**Policy Statement.** The grant of Options made under the Plan is unilateral and discretionary and, therefore, KO reserves the absolute right to amend it and discontinue it at any time without any liability.

KO with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, is solely responsible for the administration of the Plan and participation in the Plan and the acquisition of shares of KO Stock does not, in any way, establish an employment relationship between the optionee and KO since the optionee is participating in the Plan on a wholly commercial basis and the optionee's sole employer is Servicios Integrados de Administración y Alta Gerencia S. de R.L. de C.V., nor does it establish any rights between the optionee and the Employer.

#### **Plan Document Acknowledgment**

By accepting the grant of Options, the optionee acknowledges that the optionee has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, the optionee further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 11 of the Agreement ("Nature of Grant"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by KO on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) none of the Affiliates or KO is responsible for any decrease in the value of the shares of KO Stock underlying the Options.

Finally, the optionee hereby declares that the optionee does not reserve any action or right to bring any claim against KO for any compensation or damages as a result of the optionee's participation in the Plan and therefore grant a full and broad release to the Employer, KO and any Affiliates with respect to any claim that may arise under the Plan.

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## Spanish Translation

### **Términos y Condiciones**

#### **Reconocimiento de la Ley Laboral aplicable**

*Los presentes lineamientos reemplazarán a la Cláusula 11 del Contrato.*

**Modificación.** *Al aceptar la Opción, el Titular de la Acción reconoce y entiende que cualquier modificación al Plan o al Contrato o su terminación no serán considerados como un cambio o disminución en los términos y condiciones de su relación de trabajo.*

**Declaración de Política.** *El otorgamiento de las Opciones realizado conforme al Plan es unilateral y discrecional y, por lo tanto, KO se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.*

*KO, con oficinas registradas ubicadas en One Coca Cola Plaza, Atlanta Georgia, 30313, EE.UU., es la única responsable de la administración del Plan y de la participación en el mismo, y la adquisición de acciones de capital de KO no establece de forma alguna una relación de trabajo entre el Titular de la Acción y KO, ya que su participación en el Plan es completamente comercial, y el único empleador del Titular de la Acción es Servicios Integrados de Administración y Alta Gerencia, S. de R.L. de C.V., así como tampoco establece ningún derecho entre el Titular de la Acción y el Patrón.*

**Reconocimiento del Documento del Plan.** *Al aceptar el otorgamiento de las Opciones, el Titular de la Acción reconoce que ha recibido una copia del Plan, que ha revisado el Plan y el Contrato en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Contrato.*

*Adicionalmente, al firmar el Contrato, el Titular de la Acción reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en la cláusula 11 del Contrato ("Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por KO de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ninguna de las empresas Afiliadas o KO son responsables por cualquier disminución en el valor de las acciones de capital de KO en relación a las Opciones.*

*Finalmente, el Titular de la Acción manifiesta que no se reserva ninguna acción o derecho para interponer una demanda en contra de KO por compensación, daño o perjuicio alguno como resultado de la participación del Titular de la Acción en el Plan y, en consecuencia, otorga el más amplio finiquito al Patrón, así como a KO y empresas Afiliadas con respecto a cualquier demanda que pudiera originarse en virtud del Plan.*

## **MOROCCO**

### **Notifications**

#### **Exchange Control Information**

KO reserves the right to force the immediate sale of any KO Stock to be issued upon exercise and settlement of the Options. If applicable, the optionee agrees that KO is authorized to instruct its designated broker to assist with the mandatory sale of such KO Stock (on the optionee's behalf pursuant to this authorization) and the optionee expressly authorizes KO's designated broker to complete the sale of such KO Stock. The optionee acknowledges that KO's designated broker is under no obligation to arrange for the sale of KO Stock at any particular price. Upon the sale of the KO Stock, KO agrees to pay the optionee the cash proceeds from the sale of the KO Stock, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The optionee acknowledges that he or she is not aware of any material nonpublic information with respect to KO or any securities of KO as of the date of this Agreement.

The optionee is required immediately to repatriate to Morocco the proceeds from the sale of any KO Stock which may be issued to the optionee at exercise and settlement of the Options. Such repatriation of proceeds may need to be effectuated through a special account established by KO, its Subsidiary or Affiliate. By accepting the Options, the optionee consents and agrees that the cash proceeds may be transferred to such special account prior to being delivered to the optionee.

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If repatriation of proceeds is not effectuated through a special account, the optionee agrees to maintain his or her own records proving repatriation and to provide copies of these records upon request from KO, its Subsidiary and/or the Office des Changes. The optionee is responsible for ensuring compliance with all exchange control laws in Morocco.

## **PAKISTAN**

### *Terms and Conditions*

#### **Manner of Exercising Option**

The following provision supplements Section 3 of the Agreement:

Due to regulatory requirements, the optionee understands that the optionee will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, the optionee understands that the optionee needs to instruct the broker to: (i) sell all of the shares of KO Stock issued upon exercise of the Option; (ii) use the proceeds to pay the option price, any applicable Tax-Related Items and brokerage fees or commissions; and (iii) remit the balance in cash to the optionee. The optionee will not be permitted to hold shares of KO Stock after exercise. Depending on the development of local laws or the optionee's country of residence, KO reserves the right to modify the methods of exercising the Option and, in its sole discretion, to permit cash exercise, cashless sell-to cover exercise or any other method of exercise and payment of Tax-Related Items permitted under the Plan.

### *Notifications*

#### **Exchange Control Information**

The optionee is required immediately to repatriate to Pakistan the proceeds from the sale of KO Stock as described above. The optionee should consult his or her personal advisor prior to exercise and settlement of the Options to ensure compliance with the applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The optionee is responsible for ensuring compliance with all exchange control laws in Pakistan.

## **PHILIPPINES**

### *Terms and Conditions*

#### **Manner of Exercising Option**

The following provision supplements Section 3 of the Agreement:

Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, due to regulatory requirements, the optionee understands that the optionee will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, the optionee understands that the optionee needs to instruct the broker to: (i) sell all of the shares of KO Stock issued upon exercise of the Option; (ii) use the proceeds to pay the option price, any applicable Tax-Related Items and brokerage fees or commissions; and (iii) remit the balance in cash to the optionee. The optionee will not be permitted to hold shares of KO Stock after exercise. Depending on the development of local laws, KO reserves the right to modify the methods of exercising the Option and, in its sole discretion, to permit cash exercise, cashless sell-to cover exercise or any other method of exercise and payment of Tax-Related Items permitted under the Plan.

### *Notifications*

#### **Securities Law Information**

The optionee acknowledges that the optionee is permitted to sell shares of KO Stock acquired under the Plan through the broker, provided that such sale takes place outside of the Philippines through the facilities of the New York Stock Exchange on which the shares of KO Stock are listed.

The securities being offered or sold herein have not been registered with the Philippines Securities and Exchange Commission under its Securities Regulation Code (the "SRC"). Any future offer or sale thereof is subject to registration requirements under the SRC unless such offer or sale qualifies as an exempt transaction.

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## **RUSSIA**

### ***Terms and Conditions***

#### **U.S. Transaction and Sale Restrictions**

The optionee understands that acceptance of the grant of the Option results in a contract between the optionee and KO completed in the United States and that the Agreement are governed by the laws of the Commonwealth of Delaware, without regard to choice of law principles thereof. Any shares of KO Stock to be issued upon exercise of the Option shall be delivered to the optionee through a brokerage account in the U.S. The optionee may hold the shares of KO Stock in the brokerage account in the U.S.; however, in no event will shares of KO Stock issued to the optionee under the Plan be delivered to the optionee in Russia. The optionee is not permitted to sell the shares of KO Stock directly to other Russian legal entities or individuals, nor is optionee permitted to bring any certificates representing the KO Stock into Russia (if such certificates are actually issued).

Depending on the development of local regulatory requirements, KO reserves the right to require the immediate sale of any KO Stock to be issued to optionee upon exercise of the Options. By accepting the Options, optionee acknowledges that optionee understands and agree that KO is authorized to, and may, in its sole discretion, instruct its designated broker to assist with the mandatory sale of KO Stock issued to Optionee upon exercise of the Options (on optionee's behalf pursuant to this authorization) and optionee expressly authorizes KO's designated broker to complete the sale of such KO Stock. Optionee acknowledges that KO's designated broker is under no obligation to arrange for the sale of the KO Stock at any particular price. Upon the sale of the shares of KO Stock, optionee will receive the cash proceeds, less any Tax-Related Items and brokerage fees or commissions.

#### **Data Privacy**

The following provision replaces Section 10 of the Agreement:

By accepting the Option, the optionee acknowledges that he or she has read, understood and agrees to the terms regarding the collection, processing and transfer of data described in Section 10 of the Agreement. In this regard, upon request of KO or the Employer, the optionee agrees to provide an executed data privacy consent form or any similar agreements or consents that KO or the Employer may deem necessary to obtain under the data privacy laws in Russia, either now or in the future. The optionee understands that he or she will not be able to participate in the Plan if the optionee fails to execute any such consent or agreement that may be requested.

#### ***Notifications***

#### **Securities Law Information**

The Employer is not in any way involved in the offer of the Option or administration of the Plan. The Agreement, the Plan and all other materials the optionee may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The issuance of shares of KO Stock under the Plan has not and will not be registered in Russia and hence the shares of KO Stock described in any Plan-related documents may not be offered or placed in public circulation in Russia. Please note that, under the Russian law, the optionee is not permitted to sell or otherwise alienate KO's shares of KO Stock directly to other Russian individuals and the optionee is not permitted to bring share certificates into Russia.

#### **Exchange Control Information**

The optionee is responsible for complying with all currency control laws and regulations in Russia that may apply to participation in the Plan. Within a reasonably short time after the receipt of any funds resulting from the Option (*e.g.*, sale proceeds, dividends, etc.), the funds must be repatriated to Russia and credited to a Russian resident optionee through a foreign currency account at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws. Effective August 2, 2014, dividends do not need to be remitted to a Russian resident optionee's bank account in Russia but instead can be remitted directly to a foreign individual bank account (in Organisation for Economic Cooperation and Development ("OECD") and Financial Action Task Force ("FATF") countries). The optionee should consult his or her personal advisor before remitting any funds into Russia, as exchange control requirements are subject to change at any time, often without notice.

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## **Labor Law Information**

If the optionee continues to hold KO Stock acquired at exercise of the Option after an involuntary termination of employment, he or she may not be eligible to receive unemployment benefits in Russia.

## **SINGAPORE**

### *Notifications*

## **Securities Law Information**

The Option is being granted pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The optionee should note that the Option is subject to section 257 of the SFA and the optionee should not make any subsequent sale of the shares of KO Stock in Singapore or any offer of such subsequent sale of the shares of KO Stock in Singapore, unless such sale or offer is made (1) after 6 months from the grant of the Option to the optionee or (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

## **Chief Executive Officer and Director Notification**

If the optionee is a Chief Executive Officer (“CEO”) or a director, associate director or shadow director of KO’s Singapore Affiliate, the optionee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify KO’s Singapore Affiliate in writing when the optionee receives an interest (*e.g.*, Options or shares of KO Stock) in KO or any Affiliates within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (*e.g.*, when the shares of KO Stock are sold), or (iii) becoming a CEO, director, associate director or shadow director.

## **SOUTH AFRICA**

### *Terms and Conditions*

## **Tax Acknowledgment**

By accepting the Option, the optionee agrees to notify the Employer of the amount of any gain realized upon exercise of the Option. If the optionee fails to advise the Employer of the gain realized upon exercise, the optionee may be liable for a fine. The optionee will be responsible for paying any difference between the actual tax liability and the amount withheld.

### *Notifications*

## **Exchange Control Information**

If the optionee uses cash to exercise the Option and purchase shares of KO Stock, rather than a cashless exercise method, the optionee must first obtain a “Tax Clearance Certificate (in Respect of Foreign Investment)” from the South African Reserve Service (“SARS”). The optionee must also complete a transfer of funds application form to transfer the funds. The Tax Clearance Certificate should be presented to a dealer of the Exchange Control Department of the South Africa Reserve Bank (it is likely that the optionee’s bank will qualify as such a dealer), together with a completed application form to transfer funds. No transfer of funds may be completed unless the original Tax Clearance Certificate bears the official stamp and signature of the Office of Receiver of Revenue of the SARS. The optionee must renew this Tax Clearance Certificate each twelve (12) months or in such other period as may be required by the SARS.

If the optionee exercises the Option by a cashless exercise whereby no funds are remitted offshore for the purchase of shares of KO Stock, he or she is not required to obtain a Tax Clearance Certificate.

Further, South African residents may be required to obtain approval from the South African Reserve Bank for payments (including payment of the proceeds from the sale of shares of KO Stock) that he or she receives into accounts held outside of South Africa (*e.g.*, a U.S. brokerage account). The optionee should consult his or her personal advisor to ensure compliance with current exchange control regulations.

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## **SPAIN**

### ***Terms and Conditions***

#### **Labor Law Acknowledgment**

The following provision supplements Section 11 of the Agreement:

In accepting the Option, the optionee consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The optionee understands and agrees that KO has unilaterally, gratuitously and discretionally decided to grant the Option under the Plan to individuals who may be employees of KO and any Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind KO or any Affiliates, over and above the specific terms of the Plan. Consequently, the optionee understands that the Option is granted on the assumption and condition that the Option and any shares of KO Stock issued upon exercise of the Option are not part of any employment contract (either with KO or any Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the optionee understands that the Option would not be granted to the optionee but for the assumptions and conditions referred to herein; thus, the optionee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Option and any right to the Option shall be null and void.

Further, the vesting of the Option is expressly conditioned on the optionee's continued employment, such that upon termination of employment, the Option may cease vesting immediately, effective on the date of the optionee's termination of employment (unless otherwise specifically provided in the Agreement and/or the Plan). In particular, the optionee understands and agrees that any non-vested Options as of the date the optionee is no longer actively employed or in service (unless otherwise specifically provided in the Agreement and/or the Plan) will be forfeited without entitlement to the underlying shares of KO Stock or to any amount of indemnification in the event of termination of the optionee's employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.

#### ***Notifications***

#### **Securities Law Information**

The grant of the Option and the shares of KO Stock issued pursuant to the exercise of the Option are considered a private placement outside the scope of Spanish laws on public offerings and issuances of securities. Neither the Plan nor the Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

#### **Exchange Control Information**

The acquisition, ownership and disposition of shares of KO Stock and must be declared for statistical purposes to the *Dirección General de Comercio e Inversiones* (the "DGCI"), which is a department of the Ministry of Economy and Competitiveness. If the optionee acquires shares of KO Stock through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGCI for the optionee; otherwise, the resident optionee will be required make the declaration by filing the appropriate form with the DGCI. Generally, the declaration must be made in January for shares of KO Stock owned as of December 31 of the prior year; however, if the value of shares of KO Stock acquired or sold exceeds €1,502,530 (or the optionee holds 10% or more of the capital of KO or such other amount that would entitle the optionee to join KO's board of directors), the declaration must be filed within one (1) month of the acquisition or sale, as applicable.

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## **Foreign Asset/Account Reporting Information**

To the extent the optionee holds rights or assets outside of Spain with a value in excess of €50,000 per type of right or asset (e.g., shares of KO Stock, cash, etc.) as of December 31 each year, such resident will be required to report information on such rights and assets on his or her annual tax return for such year. After such rights and assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000.

Further, the optionee will be required to electronically declare to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities (including shares of KO Stock acquired under the Plan) held in such accounts if the value of the transactions for all such accounts during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

Further, the optionee is required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including shares of KO Stock acquired under the Plan), and any transactions with non-Spanish residents (including any payments of cash or shares of KO Stock made to the optionee under the Plan) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the relevant year, exceed €1,000,000.

## **THAILAND**

### ***Notifications***

### **Exchange Control Information**

Thai resident optionees may remit funds out of Thailand up to US\$1,000,000 per year to purchase shares of KO Stock (and otherwise invest in securities abroad) by submitting an application to an authorized agent (i.e., a commercial bank authorized by the Bank of Thailand to engage in the purchase, exchange and withdrawal of foreign currency). The application includes the Foreign Exchange Transaction Form, a letter describing the Option, a copy of the Plan and related documents, and evidence showing the nexus between KO and the Employer.

If the optionee exercises his or her Option using a cashless method of exercise, the optionee will not need to make submit an application to a commercial bank.

If the proceeds from the sale of shares of KO Stock or the receipt of dividends are equal to or greater than US\$50,000 or more in a single transaction, Thai resident optionees must repatriate the proceeds to Thailand immediately upon receipt and convert the funds to Thai Baht or deposit the proceeds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the proceeds to Thailand. In addition, Thai resident optionees must report the inward remittance to the Bank of Thailand on a foreign exchange transaction form.

Because exchange control regulations change frequently and without notice, the optionee should consult his or her personal advisor before exercising his or her Option or selling shares of KO Stock to ensure compliance with current regulations. It is the optionee's sole responsibility to comply with exchange control laws in Thailand.

## **SWITZERLAND**

### **Notifications**

### **Securities Law Notification**

The grant of the Options is considered a private offering and therefore is not subject to securities registration in Switzerland.

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## **TURKEY**

### *Notifications*

#### **Securities Law Information**

Under Turkish law, the optionee is not permitted to sell shares of KO Stock acquired under the Plan in Turkey. The optionee must sell the shares of KO Stock acquired under the Plan outside of Turkey. The shares of KO Stock are currently traded on the New York Stock Exchange in the United States under the ticker symbol "KO" and shares of KO Stock may be sold on this exchange.

#### **Exchange Control Information**

Under Turkish exchange control regulations, the optionee may be required to use a financial intermediary institution approved under the Turkish Capital Market Law to acquire or sell shares traded on a foreign market and to report such activity to the Capital Markets Board. *The optionee should consult his or her personal advisor regarding these requirements.*

## **UNITED ARAB EMIRATES**

### *Notifications*

#### **Securities Law Information**

Participation in the Plan is being offered only to selected optionees and is in the nature of providing equity incentives to optionees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such optionees and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the optionee does not understand the contents of the Plan and the Agreement, the optionee should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## **UNITED KINGDOM**

### *Terms and Conditions*

#### **Responsibility for Taxes**

The following provisions supplement Section 3 of the Agreement:

If payment or withholding of income taxes is not made within ninety (90) days of the end of the tax year in which the income tax liability arises, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "Due Date"), the amount of any uncollected income tax shall constitute a loan owed by the optionee to the Employer, effective on the Due Date. The optionee understands and agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC"), it will be immediately due and repayable by the optionee, and KO and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 3 of the Agreement.

Notwithstanding the foregoing, if the optionee is a director or an executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the optionee will not be eligible for such a loan to cover the uncollected income tax. In the event that the optionee is a director or executive officer and the income tax is not collected from or paid by the optionee by the Due Date, the optionee understands that the amount of any uncollected income tax may constitute a benefit to the optionee on which additional income tax and national insurance contributions ("NICs") may be payable. The optionee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing KO or the Employer (as appropriate) for the value of any employee NICs due on this additional benefit, which KO and/or the Employer may recover from the optionee by any of the means referred to in Section 3 of the Agreement.

### *Notifications*

#### **Securities Disclosure**

This Agreement is not an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 ("FSMA") and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Options are exclusively available in the UK to bona fide employees and former employees and any other KO UK Subsidiary.

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**URUGUAY**

**Data Privacy**

The following provision supplements Section 10 of the Agreement:

The optionee understands that his or her Data will be collected by his or her Employer and will be transferred to KO at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States and/or any financial institutions or brokers involved in the management and administration of the Plan. The optionee further understands that any of these entities may store the optionee's Data for purposes of administering his or her participation in the Plan.

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**RESTRICTED STOCK UNIT AGREEMENT  
The Coca-Cola Company 2014 Equity Plan**

The Coca-Cola Company (the “Company”) hereby agrees to award to the recipient named below (the “Recipient”) restricted stock units over the number of shares of Common Stock, \$.25 par value, of the Company (the “Shares”) set forth below as the “Award” in accordance with and subject to the terms, conditions and restrictions of this Restricted Stock Unit Agreement, including any country-specific provisions for the Recipient’s country in Appendix A attached hereto (“Appendix A”, together with the Restricted Stock Unit Agreement, the “Agreement”). The Award shall settle as Shares, but until such settlement, the Award will be denominated in restricted stock units. The Shares awarded will be released to the Recipient on the date set forth below (“Release Date”) if the conditions described in this Agreement are satisfied. Such Award will be made under the terms of The Coca-Cola Company 2014 Equity Plan (the “Plan”), as amended.

Name of Recipient: XXXXXXXXXXXX  
Award: XXXXXX Shares  
Award Date:  
Vesting Date:  
Release Date: The last trading day of the month in which the applicable Vesting Date occurs.

**TERMS AND CONDITIONS OF THIS AGREEMENT**

- (1) **General Conditions.** This Award is in the form of restricted stock units that settle in Shares at the Release Date. If all of the conditions set forth in this Agreement are satisfied, the Shares will be released to the Recipient as soon as administratively possible following the Release Date. If these conditions are not satisfied, the Award shall be forfeited. Capitalized terms in this Agreement refer to defined terms in the Plan, except as otherwise defined herein. Except as provided in Section 3 or in Appendix A, the Shares shall be released on the Release Date only if the Recipient is continuously employed by the Company, or if different, the Recipient’s employer (the “Employer”), or an Affiliate from the Award Date until the Release Date.
- (2) **Shares, Dividends and Voting Rights.** As soon as administratively practicable following the Release Date, or as otherwise provided in Section 3 below, the number of indicated Shares shall be issued to the Recipient, provided all conditions set forth in Section 1 above are satisfied. Except as provided in Section 3 below, all Awards shall be settled in Shares.

Prior to the Release Date, the Recipient shall have no rights with respect to the Shares, including but not limited to rights to sell, vote, exchange, transfer, pledge, hypothecate or otherwise dispose of the Shares. In addition, prior to the Release Date, the Recipient shall not be entitled to receive dividends, dividend equivalents and shall not have any other rights with respect to the Shares.

- (3) **Employment Events.**
  - (a) Subject to the attached Appendix A, if any of the employment events listed below occur prior to the Release Date, the terms of this subparagraph shall apply. The following table describes the result depending on the reason for the Recipient’s termination of employment, or other employment event, and the timing of the same. In the event of the Recipient’s termination of employment prior to the Release Date for reasons other than those set forth below, the Award shall be forfeited.

Event	Impact on Vesting	Impact on Release
Disability	Award continues to vest if employee is still employed.	Award shall be settled in Shares on Release Date.
Employment with the Company or a Subsidiary terminates because of Disability	Award immediately vests.	Shares will be released within 90 days after the date of termination.

Event	Impact on Vesting	Impact on Release
Employee is involuntary terminated from the Company or a Subsidiary after attaining age 50 and completing 10 Years of Service because of reduction in workforce, internal reorganization, or job elimination and employee signs a release of all claims and, if requested, an agreement on confidentiality and competition	Award held at least 12 months continues to vest for four years from termination date in accordance with the original vesting schedule provided in the Agreement. Award held less than 12 months is forfeited.	Award shall be settled in Shares on Release Date. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.
Employment with the Company or a Subsidiary terminates after attaining age 60 and completing 10 Years of Service	Award held at least 12 months becomes immediately vested. Award held less than 12 months is forfeited.	Shares will be released within 90 days after the date of termination. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.
Employment with the Company or an Affiliate terminates because of death	Award immediately vests.	The Recipient's estate shall be paid a cash amount equal to the value of the Shares. The value shall be determined based on the closing price of the Shares on the date of the Recipient's death (or in the case of a non trading day, the next trading day) and shall be paid within 90 days after the Recipient's death.
Employment with the Company or a Subsidiary involuntarily terminates for reason other than for cause within one year after a Change in Control	Award shall be treated as described in the Plan.	Award shall be treated as described in the Plan.
Employment with the Company or a Subsidiary terminates for any other reason	Award is forfeited.	N/A
US military leave	Vesting continues during leave.	Award shall be settled in Shares on Release Date.
Unpaid leave of absence pursuant to published Company policy of 12 months or less <sup>1</sup>	Vesting continues during leave.	Award shall be settled in Shares on Release Date.
Transfer, at Company's discretion, to an Affiliate that is not a Subsidiary	Vesting continues after move.	Award shall be settled in Shares on Release Date.
Transfer to a Subsidiary	Vesting continues after move.	Award shall be settled in Shares on Release Date.
Recipient's employer is no longer an Affiliate under the terms of the Plan (this constitutes a termination of employment under the Plan)	Award is forfeited.	N/A
Employment with an Affiliate terminates for any reason	Award is forfeited.	N/A

<sup>1</sup> In the case of other leaves of absence not specified above, including all leaves that extend beyond twelve months, optionees will be deemed to have terminated employment on the date of the leave (so that invested options will be forfeited as of the date the leave begins and the option exercise period will end on the earlier of six months from the date the leave began or the option expiration date provided in the grant), unless the Committee identifies a valid business interest in doing otherwise, in which case it may specify what provisions it deems appropriate at its sole discretion; provided that the Committee shall have no obligation to consider any such matters.

(b) "Years of Service" for purposes of this agreement means "Years of Vesting Service" as that term is defined in The Coca-Cola Company Pension Plan, regardless of whether the optionee is a participant in that plan.

(4) **Acceptance of Agreement.** The Recipient shall indicate his or her acceptance of this Agreement, including any Power of Attorney, if requested and in the method directed by the Company.

(5) **Stock Splits and Other Adjustments.** In the event that the Company's shares, as a result of a stock split or stock dividend or combination of shares or any other change or exchange for other securities, by reclassification, reorganization or otherwise, are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company or of another corporation, the number of Shares to be awarded under this Agreement shall be adjusted to reflect such change in such manner as the Board of Directors of the Company or the Compensation Committee may deem appropriate. If any such adjustment shall result in a fractional share, such fraction shall be disregarded.

(6) **Notices.** Each notice relating to this Award shall be in writing. All notices to the Company shall be addressed to the Secretary, The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313. All notices to the Recipient shall be addressed to the address of the Recipient on file with the Company, the Employer, and/or the Company's plan broker, Merrill, Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"). Either the Company or the Recipient may designate a different address by written notice to the other. Written notice to said addresses shall be effective to bind the Company, the Recipient and the Recipient's representatives and beneficiaries.

(7) **Responsibility for Taxes.**

(a) Irrespective of any action taken by the Company or the Employer, the Recipient hereby acknowledges and agrees that the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient's participation in the Plan and legally applicable to the Recipient ("Tax-Related Items"), is and remains the responsibility of the Recipient or the Recipient's estate (as applicable) and may exceed the amount actually withheld by the Company or the Employer. The Recipient acknowledges and understands that the requirements with respect to the Tax-Related Items may change from time to time as applicable laws or interpretations change.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Recipient agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Recipient authorizes the Company, the Employer, and their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items withholding obligations by one or a combination of the following:

- (1) withholding from the Recipient's wages or other cash compensation paid to the Recipient by the Company and/or the Employer, or any other payment of any kind otherwise due to the Recipient by the Company and/or the Employer; or
- (2) withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the Award, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Recipient's behalf pursuant to this authorization without further consent); or
- (3) retention of or withholding in Shares to be issued upon vesting/settlement of the Award.

(c) If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Recipient is deemed to have been issued the full number of Shares subject to the Award, notwithstanding that a number of the Shares are retained solely for the purpose of paying the Tax-Related Items.

(d) In addition, the Recipient shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Recipient's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Recipient fails to comply with the Recipient's obligations in connection with the Tax-Related Items.

(e) The Recipient further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement or release of the Award, the issuance of Shares upon settlement or release of the Award, the subsequent sale of Shares acquired pursuant to such settlement or release and the receipt of any dividends and/or dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Recipient's liability for Tax-Related Items or achieve any particular tax result. Further, if the Recipient is subject to tax in more than one jurisdiction, the Recipient acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. For Recipients who are International Service Associates or covered by another international service policy, all Tax-Related Items remain the Recipient's responsibility, except as expressly provided in the Company's International Service Policy and/or Tax Equalization Policy.

(8) **Compensation Committee.** The Recipient hereby agrees that (a) any change, interpretation, determination or modification of this Agreement by the Compensation Committee shall be final and conclusive for all purposes and on all persons including the Company and the Recipient; provided, however, that with respect to any amendment or modification of the Plan which affects the Award of Shares made hereby, the Compensation Committee shall have determined that such amendment or modification is in the best interests of the Recipient of such Award; and (b) this Agreement and the Award shall not affect in any way the right of the Company or the Employer to terminate or change the employment of the Recipient.

(9) **Prohibited Activities.** In the event Recipient engages in a "Prohibited Activity" (as defined below), at any time during the term of this Agreement, or within one year after termination of the Recipient's employment from the Company and/or the Employer, or within one year after the Release Date, whichever occurs latest, the Shares shall be forfeited and, if applicable, any profit or gain associated with the Shares shall be forfeited and repaid to the Company.

Prohibited Activities are:

(a) *Non-Disparagement* – making any statement, written or verbal, in any forum or media, or taking any action in disparagement of the Company, the Employer and/or any Affiliate thereof, including but not limited to negative references to the Company or its products, services, corporate policies, or current or former officers or employees, customers, suppliers, or business partners or associates;

(b) *No Publicity* – publishing any opinion, fact, or material, delivering any lecture or address, participating in the making of any film, radio broadcast or television transmission, or communicating with any representative of the media relating to confidential matters regarding the business or affairs of the Company, the Employer and/or any Affiliate which the Recipient was involved with during the Recipient's employment;

(c) *Non-Disclosure of Trade Secrets* – failure to hold in confidence all Trade Secrets of the Company, the Employer and/or any any Affiliate that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any Affiliate, or disclosing, publishing, or making use of at any time such Trade Secrets, where the term "Trade Secret" means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

(d) *Non-Disclosure of Confidential Information* – failure to hold in confidence all Confidential Information of the Company, the Employer and/or any Affiliate that came into the Recipient's knowledge during the Recipient's employment by the Company, the Employer or any Affiliate, or disclosing, publishing, or making use of such Confidential Information, where the term "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company and not generally known to the public or to competitors of the Company;

(e) *Return of Materials* – failure of the Recipient, in the event of the Recipient's termination of employment for any reason, promptly to deliver to the Company all memoranda, notes, records, manuals or other documents, including all copies of such materials and all documentation prepared or produced in connection therewith, containing Trade Secrets or Confidential Information regarding the Company's business, whether made or compiled by Recipient or furnished to the Recipient by virtue of the Recipient's employment with the Company, the Employer or any Affiliate, or failure promptly to deliver to the Company all vehicles, computers, credit cards, telephones, handheld electronic devices, office equipment, and other property furnished to the Recipient by virtue of the Recipient's employment with the Company, the Employer or any Affiliate;

(f) *Non-Compete* – rendering services for any organization which, or engaging directly or indirectly in any business which, in the sole judgment of the Compensation Committee or the Chief Executive Officer of the Company or any senior officer designated by the Compensation Committee, is or becomes competitive with the Company;

(g) *Non-Solicitation* – soliciting or attempting to solicit for employment for or on behalf of any corporation, partnership, or other business entity any employee of the Company with whom Recipient had professional interaction during the last twelve months of the Recipient's employment with the Company, the Employer or any Affiliate; or

(h) *Violation of Company Policies* – violating any written policies of the Company or the Employer applicable to Recipient, including without limitation the Company's insider trading policy.



- (10) **Modification of Agreement.** If any of the terms of this Agreement may in the opinion of the Company conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, the Company reserves the right to modify this Agreement to be consistent with applicable laws or regulations.
- (11) **Data Privacy.** The Recipient hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Recipient's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Employer, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan.

The Recipient understands that the Employer, the Company and any Affiliate may hold certain personal information about the Recipient, including but not limited to his or her name, home address, telephone number, date of birth, social security number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and details of all Awards or any other entitlements to shares of stock awarded, cancelled, vested, unvested, or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, administering or managing the Plan. Certain Data may also constitute "sensitive personal data" within the meaning of applicable local law. Such Data includes, but is not limited to, the information provided above and any changes thereto and other appropriate personal and financial data about the Recipient. The Recipient hereby provides explicit consent to the Company, the Employer and any Affiliate to process any such Data.

The Recipient understands that Data will be transferred to Merrill Lynch, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Recipient understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Recipient's country. The Recipient understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Recipient authorizes the Company, Merrill Lynch and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Recipient understands that Data will be held only as long as is necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Recipient understands that he or she is providing the consents herein on a purely voluntary basis. If the Recipient does not consent, or if the Recipient later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing the Recipient's consent is that the Company would not be able to grant the Recipient Awards or other equity awards or administer or maintain such awards. Therefore, the Recipient understands that refusing or withdrawing his or her consent may affect the Recipient's ability to participate in the Plan. For more information on the consequences of the Recipient's refusal to consent or withdrawal of consent, the Recipient understands that he or she may contact his or her local human resources representative.

- (12) **Nature of Award.** In accepting the Award, the Recipient acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and the Company can amend, modify, suspend, cancel or terminate it at any time, to the extent permitted under the Plan;
- (b) this Award and any other awards under the Plan are voluntary and occasional and do not create any contractual or other right to receive future awards or benefits in lieu of any awards, even if similar awards have been granted repeatedly in the past;
- (c) all determinations with respect to any future awards, including, but not limited to, the times when awards are made, the number of Shares, and other conditions attached to the awards, will be at the sole discretion of the Company and/or the Compensation Committee;
- (d) participation in this Plan or program is voluntary;
- (e) this Award and the underlying Shares, and any income derived therefrom are not paid in lieu of and are not intended to replace any pension rights or compensation and not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, dismissal, end of service payments, bonuses, long-service awards, life or accident insurance benefits, pension or retirement or welfare benefits or similar payments;

- (f) for purposes of the Award, the Recipient's employment or service relationship will be considered terminated as of the date the Recipient is no longer actively providing services to the Company or any Affiliate (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Recipient's right to vest in the Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Recipient's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Award (including whether the Recipient may still be considered to be providing services while on a leave of absence);
- (g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
- (h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of the Recipient's employment or other service relationship (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Recipient is employed or the terms of the Recipient's employment agreement, if any), and in consideration of the grant of the Award to which the Recipient is otherwise not entitled, the Recipient irrevocably agrees never to institute any claim against the Company, the Employer or any Affiliate; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Recipient shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and
- (i) the Award and the Recipient's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, the Employer or any Affiliate and shall not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate the Recipient's employment or service relationship (if any); and
- (j) if the Recipient is providing services outside the United States, the Recipient acknowledges and agrees that neither the Company, the Employer nor any Affiliate shall be liable for any foreign exchange rate fluctuation between the Recipient's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to the Recipient pursuant to the settlement of the Award or the subsequent sale of any Shares acquired upon settlement.
- (13) **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Recipient's participation in the Plan, or the Recipient's acquisition or sale of the underlying Shares. The Recipient is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.
- (14) **Entire Agreement; Severability.** The Plan and this Agreement set forth the entire understanding between the Recipient, the Employer, the Company, and any Affiliate regarding the acquisition of the Shares and supersedes all prior oral and written agreements pertaining to this Award. If all or any part or application of the provisions of this Agreement are held or determined to be invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction in an action between Recipient and the Company, each and all of the other provisions of this Agreement shall remain in full force and effect.
- (15) **Governing Law and Venue.** This Award and this Agreement has been made in and shall be governed by, construed under and in accordance with the laws of the State of Delaware, United States of America, without regard to the conflict of law provisions, as provided in the Plan. Any and all disputes relating to, concerning or arising from this Agreement, or relating to, concerning or arising from the relationship between the parties evidenced by the Award or this Agreement, shall be brought and heard exclusively in the United States District Court for the District of Delaware or the Delaware Superior Court, New Castle County. Each of the parties hereby represents and agrees that such party is subject to the personal jurisdiction of said courts; hereby irrevocably consents to the jurisdiction of such courts in any legal or equitable proceedings related to, concerning or arising from such dispute, and waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have that the laying of the venue of any legal or equitable proceedings related to, concerning or arising from such dispute which is brought in such courts is improper or that such proceedings have been brought in an inconvenient forum.
- (16) **Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Award prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Recipient understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Recipient agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Recipient's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

- (17) **Language.** If the Recipient has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
- (18) **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (19) **Appendix A.** The Award shall be subject to any special terms and conditions for the Recipient's country set forth in Appendix A. Moreover, if the Recipient relocates to one of the countries included in Appendix A, the special terms and conditions for such country will apply to the Recipient, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.
- (20) **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Recipient's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Recipient to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- (21) **Waiver.** The Recipient acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Recipient or any other Recipient.
- (22) **Insider Trading Restrictions/Market Abuse Laws.** The Recipient acknowledges that, depending on the Recipient's country of residence, the Recipient may be subject to insider trading restrictions and/or market abuse laws, which may affect the Recipient's ability to acquire or sell shares of Common Stock or rights to shares of Common Stock (e.g., Awards) under the Plan during such times as the Recipient is considered to have "inside information" regarding the Company (as defined by the laws in the Recipient's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy. The Recipient acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Recipient is advised to speak to his or her personal advisor on this matter.

THE COCA-COLA COMPANY

\_\_\_\_\_  
Authorized Signature

*Using the Merrill Lynch voice response system or other available means, the Recipient must accept the above Award in accordance with and subject to the terms and conditions of this Agreement and the Plan, acknowledge that he or she has read this Agreement and the Plan, and agrees to be bound by this Agreement, the Plan and the actions of the Committee. If he or she does not do so prior to [Date], then the Company may declare the Award null and void at any time. Also, in the unfortunate event that death occurs before this Agreement has been accepted, this Award will be voided, which means the Award will terminate automatically and cannot be transferred to the Recipient's heirs pursuant to the Recipient's will or the laws of descent and distribution.*

### **Power of Attorney**

This Power of Attorney shall not apply if the Recipient becomes an Executive Officer or a Reporting Officer under Section 16 of the Securities Exchange Act of 1934.

The Recipient, by electing to participate in the Plan and accepting the Agreement, does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:

- (i) To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (ii) To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;
- (iii) To take any additional action that may be necessary or appropriate for implementation of the Plan with any competent taxing authority; and
- (iv) To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.

The authority set forth herein to sell Shares shall not be valid if the Recipient or the Company notifies Merrill Lynch that the Recipient is unable to trade in Company securities due to trading restrictions pursuant to the Company's Insider Trading Policy or applicable securities laws. The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.

APPENDIX A

THE COCA-COLA COMPANY  
2014 EQUITY PLAN  
RESTRICTED STOCK UNIT AGREEMENT

*Terms and Conditions*

This Appendix includes additional terms and conditions that govern the Award granted to the Recipient under the Plan if the Recipient works in one of the countries listed below. If the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the Company will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to the Recipient.

Certain capitalized terms used but not defined in this Appendix have the same meanings set forth in the Plan and/or the Agreement, as applicable.

*Notifications*

This Appendix also includes information regarding securities, exchange control and certain other tax or legal issues of which the Recipient should be aware with respect to the Recipient's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of December 2015. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Recipient not rely on the information in this Appendix as the only source of information relating to the consequences of the Recipient's participation in the Plan because the information may be out of date when the Award vests, Shares are issued to the Recipient and/or the Recipient sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Recipient's particular situation and the Company is not in a position to assure the Recipient of a particular result. Accordingly, the Recipient is advised to seek appropriate professional advice as to how the relevant laws in the Recipient's country may apply to his or her situation. Furthermore, additional privacy laws may apply in the Recipient's country.

Finally, if the Recipient is a citizen or resident of a country other than the one in which the Recipient is currently working, is considered a resident of another country for local law purposes or if the Recipient transfers employment and/or residency between countries after the Award Date, the information contained herein may not be applicable to the Recipient in the same manner.

**ARGENTINA**

*Notifications*

**Securities Law Information**

The Recipient understands that neither the Awards nor the Shares underlying the Awards are publicly offered or listed on any stock exchange in Argentina. Therefore the offer of the Awards does not constitute a public offering as defined under Argentine law. The offer is private and not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information**

If the Recipient transfers proceeds from the sale of Shares and any cash dividends into Argentina, the Recipient may be subject to certain restrictions. If the transfer of funds received in connection with the Award into Argentina is made within 10 days of receipt, 30% of the amount transferred into Argentina may be subject to mandatory deposit in a non-interest bearing account for a holding period of 365 days. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer sale proceeds into Argentina (e.g., evidence of the sale, proof of the source of the funds used to purchase the Shares, etc.). If the bank determines that the 10-day rule or any other rule or regulation promulgated by the Argentine Central Bank has not been satisfied, it will require that 30% of the proceeds be placed in a non-interest bearing deposit account for a holding period of 365 days.

The Recipient is solely responsible for complying with the exchange control rules that may apply to the Recipient in connection with his or her participation in the Plan and/or transfer of proceeds from the sale of Shares or receipt of dividends acquired under the Plan into Argentina. Prior to transferring funds into Argentina, the Recipient should consult his or her local bank and/or exchange control advisor to confirm what will be required by the bank because interpretations of the applicable Central Bank regulations vary by bank and exchange control rules and regulations are subject to change without notice.

#### **Foreign Asset/Account Reporting Information**

Argentinian residents must report any Shares acquired under the Plan and held by the resident on December 31 of each year on their annual tax return for that year.

#### **AUSTRALIA**

##### *Terms and Conditions*

#### **Australian Offer Document**

The offer of the Award is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of the Award to Australian resident employees, which will be provided to the Recipient with the Agreement.

##### *Notifications*

#### **Securities Law Information**

The Recipient understands that if he or she acquires Shares upon vesting/settlement of the Award and subsequently offers such Shares for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law. The Recipient should obtain legal advice regarding applicable disclosure requirements prior to making any such offer.

#### **Exchange Control Information**

Australian residents must report inbound and/or outbound cash transactions exceeding A\$10,000 and inbound and/or outbound international fund transfers of any value if the transfers do not involve an Australian bank.

#### **AUSTRIA**

##### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Austria.

#### **Consumer Protection Information**

The Recipient may be entitled to revoke the Agreement on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

- (i) The revocation must be made within one week after the acceptance of the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if the Recipient returns the Agreement to the Company or the Company's representative with language that can be understood as the Recipient's refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

### **Exchange Control Information**

If the Recipient holds securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of Shares and any cash dividends) outside of Austria (even if the Recipient holds them outside of Austria at a branch of an Austrian bank), the Recipient may be required to report certain information to the Austrian National Bank if certain thresholds are exceeded.

Specifically, if the Recipient is an Austrian resident and holds securities outside of Austria, reporting requirements will apply if the value of such securities meets or exceeds (i) €30,000,000 as of the end of any calendar quarter, or (ii) €5,000,000 as of December 31. Further, if the Recipient holds cash in accounts outside of Austria, monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €3,000,000.

### **BAHRAIN**

There are no country specific provisions.

### **BELGIUM**

#### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Belgium.

#### **Foreign Asset/Account Reporting Information**

The Recipient is required to report any taxable income attributable to the Award on his or her annual tax return. Additionally, Belgian residents are required to report any security or bank accounts (including brokerage accounts) maintained outside of Belgium on their annual tax return. In a separate report, they will be required to provide the National Bank of Belgium with certain details regarding such foreign accounts.

### **BRAZIL**

#### *Terms and Conditions*

#### **Nature of Grant**

The following provision supplements Section 12 of the Agreement:

The Recipient agrees that (i) he or she is making an investment decision, (ii) the Shares will be issued to him or her only if the vesting conditions are met and any necessary services are rendered by the Recipient over the vesting period, and (iii) the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to the Recipient.

#### **Compliance with Law**

By accepting the Award, the Recipient acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting/settlement of the Award and issuance and/or sale of Shares acquired under the Plan and the receipt of any dividends.

## ***Notifications***

### **Foreign Asset/Account Reporting Information**

If the Recipient is resident or domiciled in Brazil, the Recipient will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000 as of December 31. Assets and rights that must be reported include Shares acquired under the Plan.

## **CANADA**

### ***Terms and Conditions***

#### **Termination of Employment**

The following provision supplements Section 12(f) of the Agreement:

In the event of the Recipient's termination of employment for any reason (whether or not later found invalid or in breach of local employment laws or the terms of the Recipient's employment agreement, if any), any unvested portion of the Award shall be immediately forfeited without consideration. For purposes of the preceding sentence, the Recipient's right to vest in the Award will terminate effective as of the earlier of the following dates: (i) the date on which the Recipient's employment is terminated; (ii) the date the Recipient receives written notice of termination of employment from the Company or one of the Affiliates; or (iii) the date the Recipient is no longer actively providing services to the Company or one of the Affiliates. The right to vest in and exercise the Award (as discussed above) will not be extended by any notice period (*e.g.*, active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Canadian laws or the terms of the Recipient's employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when the Recipient is no longer actively providing services for purposes of the Recipient's Award (including whether the Recipient may still be considered to be providing services while on a leave of absence).

#### **Data Privacy**

The following provision supplements Section 11 of the Agreement:

The Recipient hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Recipient further authorizes the Company, any Affiliates and any stock plan service provider that may be selected by the Company to assist with the Plan to disclose and discuss the Plan with their respective advisors. The Recipient further authorizes the Company and any Affiliates to record such information and to keep such information in the Recipient's employee file.

#### **Language Consent**

The following terms and conditions apply to the Recipients resident in Quebec:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

#### ***Consentement relatif à la langue utilisée***

*Les parties reconnaissent avoir exigé que cette convention («Agreement») soit rédigée en anglais, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente.*



## ***Notifications***

### **Securities Law Information**

The Recipient is permitted to sell Shares acquired through the Plan through the designated broker appointed by the Company, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (*i.e.*, New York Stock Exchange).

### **Foreign Asset/Account Reporting Information**

Canadian residents are required to report any foreign property (*e.g.*, Shares acquired under the Plan and possibly unvested Awards) on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds C\$100,000 at any time in the year. It is the Recipient's responsibility to comply with these reporting obligations, and the Recipient should consult his or her own personal tax advisor in this regard.

## **CHILE**

## ***Notifications***

### **Securities Law Information**

Neither the Company nor Shares are registered with the Chilean Registry of Securities or under the control of the Chilean Superintendence of Securities.

### **Exchange Control Information**

It is responsibility of the Recipient to make sure that the Recipient complies with exchange control requirements in Chile when the value of Recipient's share transaction is in excess of US\$10,000.

If the aggregate value of the Shares received under the Award exceeds US\$10,000, the Recipient must sign Annex 1 of the Manual of Chapter XII of the Foreign Exchange Regulations and file it directly with the Central Bank within 10 days of the settlement of the Awards.

The Recipient is not required to repatriate funds obtained from the sale of the Shares. However, if the Recipient decides to repatriate such funds, the Recipient must do so through the Formal Exchange Market if the amount of the funds exceeds US\$10,000. In such case, the Recipient must report the payment to a commercial bank or registered foreign exchange office receiving the funds.

If Recipient's aggregate investments held outside of Chile exceeds US\$5,000,000 (including the investments made under the Plan), the Recipient must report the investments annually to the Central Bank. Annex 3.1 of Chapter XII of the Foreign Exchange Regulations must be used to file this report.

Please note that exchange control regulations in Chile are subject to change. The Recipient should consult with his or her personal legal advisor regarding any exchange control obligations that the Recipient may have in connection with the Award.

### **Annual Tax Reporting Obligation**

The Chilean Internal Revenue (the "CIRS") requires all taxpayers to provide information annually regarding: (i) the taxes paid abroad which they will use as a credit against Chilean income taxes, and (ii) the results of foreign investments. These annual reporting obligations must be complied with by submitting a sworn statement setting forth this information before March 15 of each year. The forms to be used to submit the sworn statement are Tax Form 1853 "Annual Sworn Statement Regarding Credits for Taxes Paid Abroad" and Tax Form 1851 "Annual Sworn Statement Regarding Investments Held Abroad." If the Recipient is not a Chilean citizen and has been a resident in Chile for less than three years, the Recipient is exempt from the requirement to file Tax Form 1853. These statements must be submitted electronically through the CIRS website at <http://www.sii.cl>.

## **CHINA**

### **Terms and Conditions**

The following provisions govern the Recipient's participation in the Plan if the Recipient is a national or passport holder of the People's Republic of China ("PRC") resident and working in mainland China:

### **Separation from the Company**

Notwithstanding any provisions in the Agreement to the contrary, the following provisions apply in the event of separation from the Company or an Affiliate in China due to Disability and Retirement:

Awards held less than 12 months from the date of Award are forfeited.

For Awards held at least 12 months, the Award will immediately vest and the Recipient shall be paid a cash amount equal to the value of the Shares. The value shall be determined based on the closing price of the Shares on the date of the Recipient's Disability or Retirement, as applicable, and shall be paid within 90 days of the Recipient's Disability or Retirement, as applicable.

The following provision of Section 3(a) of the Agreement is replaced with the following:

Employment with the Company or a Subsidiary terminates after attaining age 55 and completing 10 Years of Service	Award held at least 12 months becomes immediately vested. Award held less than 12 months is forfeited.	Shares will be released within 90 days after the date of termination. If required by Section 409A of the Internal Revenue Code, Shares may not be released to specified employees until at least six months following termination of employment.
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### **Exchange Control Requirements**

By accepting the Award, the Recipient acknowledges that he or she understands and agrees that, due to exchange control requirements in China, the Recipient is not permitted to transfer any Shares acquired under the Plan out of the Recipient's account established with the Company's designated broker. In addition, as a condition of participation, the Recipient must execute the Power of Attorney below and agree to certain special terms and conditions as set forth below to comply with exchange control requirements in China and allow the Plan to continue in operation. Any and all Awards granted to the Recipient (including any and all outstanding Awards previously granted, any Shares issued to the Recipient in respect thereof, as well as current and future grants of Awards issued to the Recipient hereafter) are subject to local exchange control requirements, including the following special terms and conditions:

(i) Notwithstanding any terms or conditions of the Plan and the Agreement to the contrary, the Recipient must sell all of the Shares received through the vesting of any Award within six (6) months following the Recipient's termination of employment for any reason, or within any other timeframe as may be required by the State Administration of Foreign Exchange ("SAFE"), Shanghai branch. In no event shall the Recipient be permitted to hold Shares later than six (6) months following the date of the Recipient's termination of employment for any reason, and the Company will authorize Merrill Lynch (or any successor broker designated by the Company) to sell the Shares (on the Recipient's behalf and pursuant to the authorization without further consent) should the Shares remain in the Recipient's account more than six (6) months following the Recipient's termination of employment. In addition, upon vesting of the Award, a set percentage of the Shares issued at vesting may need to be sold in order to cover any Tax-Related Items due at vesting.

The Recipient must authorize Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") or any successor broker designated by the Company to sell such Shares as described above (on the Recipient's behalf and pursuant to this authorization) and provide to the Company and/or Merrill Lynch any documentation or evidence necessary to effect such sale of the Shares. Neither the Company nor Merrill Lynch (or any successor broker designated by the Company) are under any obligation to arrange for such sale of the Shares at any particular price or on any specific date or time. Further, the Company shall have the exclusive discretion to determine when the Recipient is no longer actively providing service for purposes of the Award;

(ii) The Recipient must repatriate the cash proceeds from the sale of the Shares issued upon the vesting of the Award to China. Such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by the Company, the Employer or any other Affiliate in China, and any proceeds from the sale of any Shares the Recipient acquires may be transferred to such special account prior to being delivered to the Recipient (less any Tax-Related Items and any brokerage fees or commissions);

(iii) The Company will deliver the proceeds of the sale of Shares (less any Tax Related Items and any brokerage fees or commissions) to the Recipient as soon as possible, but there may be delays in distributing the funds to the Recipient due to exchange control requirements in China. Proceeds may be paid to the Recipient in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to the Recipient in U.S. dollars, the Recipient will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to the Recipient in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. The Recipient acknowledges and agrees that he or she bears the risk of any currency conversion rate fluctuation between the date that the Shares or any dividends paid on the Shares are sold, as applicable, and the date of conversion of the cash proceeds to local currency.

(iv) The Recipient further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

#### **Power of Attorney**

*The Recipient is a PRC national employee working for the Company, the Employer or another Related company in China and, by electing to participate in the Plan and accepting the Agreement (including this Appendix), the Recipient does hereby appoint as attorney-in-fact, the Company, through its duly appointed representative, as the Recipient's true and lawful representative, with full power and authority to do the following:*

(i) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf a set percentage of the Shares the Recipient receives at vesting as may be needed to cover Tax-Related Items due at vesting;*

(ii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) sell on the Recipient's behalf any and all Shares the Recipient receives through the vesting of the Recipient's Award, which are still being held in his or her brokerage account as of the date which is six (6) months following the date of his or her termination of employment;*

(iii) *To direct, instruct, authorize and prepare and execute any document necessary to have Merrill Lynch (or any successor broker designated by the Company) repatriate the proceeds of the sale of the Recipient's Shares through a special exchange control account in China established by the Company, the Employer or any other Affiliate;*

(iv) *To direct, instruct, authorize and prepare and execute any document necessary to have the Company and/or Merrill Lynch (or any successor broker designated by the Company) use the Recipient's bank and/or brokerage account information and any other information as required to effectuate the sale of Shares and the repatriation and delivery of the cash proceeds from such sale;*

(v) *To take any additional action that may be necessary or appropriate for implementation of the Plan with SAFE and any other competent PRC authority, including but not limited to the transfer of funds through a special exchange control account in China, and*

(vi) *To constitute and appoint, in the Recipient's place and stead, and as the Recipient's substitute, one representative or more, with power of revocation.*

*The Recipient hereby ratifies and confirms as his or her own act and deed all that such representative may do or cause to be done by virtue of this instrument.*

*Notifications*

**Foreign Asset/Account Reporting Information**

The Recipient may be required to report to SAFE all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents. Under these rules, the Recipient may be subject to reporting obligations for the Awards, Shares acquired under the Plan, the receipt of any dividends and the sale of Shares.

**COSTA RICA**

There are no country-specific provisions.

**EGYPT**

*Notifications*

**Exchange Control Information**

If the Recipient transfers funds into Egypt in connection with the Award, the Recipient is required to transfer the funds through a registered bank in Egypt.

**FRANCE**

*Terms and Conditions*

**Awards Not Tax-Qualified**

The Award is not intended to be a tax-qualified or tax-preferred award, including without limitation, under Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code. The recipient is encouraged to consult with a personal tax advisor to understand the tax and social insurance implications of the Award.

**Language Consent**

By accepting the French Award, the Recipient confirms having read and understood the documents relating to this grant (the Plan and the Agreement) which were provided in English language. The Recipient accepts the terms of those documents accordingly. The Recipient confirms that the Recipient has a good knowledge of the English language.

*En acceptant l'Attribution, le Bénéficiaire confirme avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été fournis en langue anglaise. Le Bénéficiaire accepte les dispositions de ces documents en connaissance de cause. Etant précisé que le Titulaire a une bonne maîtrise de la langue anglaise.*

*Notifications*

**Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in France.

**Foreign Asset/Account Information**

The Recipient may hold Shares acquired upon vesting/settlement of the Award, any proceeds resulting from the sale of Shares or any dividends paid on such Shares outside of France, provided the Recipient declares all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) with his or her annual income tax return. Failure to complete this reporting may trigger penalties for the resident.

## **GERMANY**

### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Germany.

#### **Exchange Control Information**

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that the Recipient makes or receives a payment in excess of this amount, he or she is required to report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via Bundesbank’s website ([www.bundesbank.de](http://www.bundesbank.de)).

## **GREECE**

### *Notifications*

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Greece.

## **HONG KONG**

### *Terms and Conditions*

#### **Securities Law Notice**

*WARNING: The Award and the Shares underlying the Awards do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or its Affiliates participating in the Plan. The Recipient should be aware that the contents of the Agreement have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The Agreement and the Plan are intended only for the personal use of each Recipient and may not be distributed to any other person. The Recipient is advised to exercise caution in relation to the offer of the Award. If the Recipient is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the Recipient should obtain independent professional advice.*

#### **Sale of Shares**

Any Shares received at vesting are accepted as a personal investment. In the event that any portion of this Award vests within six months of the Award Date, the Recipient agrees that he or she will not offer to the public or otherwise dispose of the Shares acquired prior to the six-month anniversary of the Award Date.

### *Notifications*

#### **Occupational Retirement Schemes Ordinance Alert**

The Company specifically intends that neither the Award nor the Plan will be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance (“ORSO”).

## **INDIA**

### *Notifications*

#### **Exchange Control Information**

The Recipient must repatriate to India all funds resulting from the sale of Shares within 90 days and all proceeds from the receipt of any dividends within 180 days. The Recipient will receive a foreign inward remittance certificate ("FIRC") from the bank where he or she deposits the foreign currency. The Recipient should maintain the FIRC as evidence of the repatriation of funds in the event that the Reserve Bank of India or the Employer requests proof of repatriation.

#### **Foreign Asset/Account Reporting Information**

The Recipient is required to declare in his or her annual tax return his or her foreign financial assets (including Shares) and any foreign bank accounts. The Recipient understands that it is the Recipient's responsibility to comply with this reporting obligation and is advised to confer with a personal tax advisor in this regard.

## **IRELAND**

### *Notifications*

#### **Director Notification Requirement**

If the Recipient is a director, shadow director or secretary of an Irish Affiliate, the Recipient is required to notify such Irish Affiliate in writing within five business days of (i) receiving or disposing of an interest in the Company (*e.g.*, the Awards, Shares, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director, shadow director or secretary of an Irish Affiliate if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary, as the case may be).

#### **Securities Disclaimer**

The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Ireland.

## **ITALY**

### *Terms and Conditions*

#### **Data Privacy**

The following provision replaces Section 11 of the Agreement:

The Recipient understands that the Company, the Employer and any Affiliate may hold certain personal information about him or her, including, but not limited to, the Recipient's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Affiliate, details of all Awards, or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or outstanding in the Recipient's favor ("Data"), for the exclusive purpose of implementing, managing and administering the Plan. The Recipient is aware that providing the Company with Data is necessary for the performance of the Plan and that his or her refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Recipient's ability to participate in the Plan.

The Controller of personal data processing is The Coca-Cola Company with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is Coca-Cola Italia S.r.l., Edison Park Center, Viale Tommaso Edison 110, 20099 Sesto San Giovanni, Milan, Italy.

The Recipient understands that Data may be transferred to the Company or any of its Affiliates, or to any third parties assisting in the implementation, management and administration of the Plan, including any transfer required to its designated broker or other third party with whom Shares acquired under the Plan or cash from the sale of such Shares may be deposited. Furthermore, the recipients that may receive, possess, use, retain, and transfer such Data may be located in Italy or elsewhere, including outside the European Union, and the recipients' country (*e.g.*, the United States) may have different data privacy laws and protections than Italy.

The processing activity, including transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Recipient's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. The Recipient understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The Recipient understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage the Recipient's participation in the Plan. The Recipient understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing. Furthermore, the Recipient is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Recipient's local human resources representative.

#### **Plan Document Acknowledgment**

In accepting the Award, the Recipient acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

The Recipient acknowledges that he or she has read and specifically and expressly approves the following sections of the Agreement: Section (3) Employment Events; Section (7) Responsibility for Taxes; Section (12) Nature of Award; Section (15) Governing Law and Venue; Section (18) Electronic Delivery and Acceptance; Section (19) Appendix A; Section (20) Imposition of Other Requirements; and the Data Privacy section above.

#### *Notifications*

#### **Foreign Asset/Account Reporting Information**

If the Recipient is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and Shares) which may generate taxable income in Italy, the Recipient is required to report these assets on his or her annual tax return for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations also apply if the Recipient is the beneficial owner of foreign financial assets under Italian money laundering provisions.

#### **Securities Disclaimer**

The grant of the Award is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Italy.

#### **JAPAN**

#### *Notifications*

#### **Foreign Asset/Account Reporting Information**

Japanese residents holding assets outside of Japan with a total net fair market value exceeding ¥50,000,000 (as of December 31 each year) are required to comply with annual tax reporting obligations with respect to such assets. The Recipient is advised to consult with a personal tax advisor to ensure that he or she is properly complying with applicable reporting requirements.

## **KENYA**

There are no country-specific provisions.

## **MEXICO**

### ***Terms and Conditions***

#### **Labor Law Acknowledgment**

These provisions supplement Section 12 of the Agreement:

**Modification.** By accepting the Award, the Recipient understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of the Recipient's employment.

**Policy Statement.** The grant of the Award made under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company with registered offices at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States of America, is solely responsible for the administration of the Plan and participation in the Plan and the acquisition of Shares does not, in any way, establish an employment relationship between the Recipient and the Company since the Recipient is participating in the Plan on a wholly commercial basis and the Recipient's sole employer is Servicios Integrados de Administración y Alta Gerencia S. de R.L. de C.V., nor does it establish any rights between the Recipient and the Employer.

#### **Plan Document Acknowledgment**

By accepting the grant of the Awards, the Recipient acknowledges that the Recipient has received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, the Recipient further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 12 of the Agreement ("Nature of Award," in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) none of the Affiliates or the Company is responsible for any decrease in the value of the Shares underlying the Award.

Finally, the Recipient hereby declares that the Recipient does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of the Recipient's participation in the Plan and therefore grants a full and broad release to the Employer, the Company and any Affiliates with respect to any claim that may arise under the Plan.

#### **Spanish Translation**

##### ***Términos y Condiciones***

##### ***Reconocimiento de la Ley Laboral aplicable***

*Los presentes lineamientos reemplazarán a la Cláusula 12 del Contrato.*

**Modificación.** *Al aceptar el Otorgamiento, el Beneficiario reconoce y entiende que cualquier modificación al Plan o al Contrato o su terminación no serán considerados como un cambio o disminución en los términos y condiciones de su relación de trabajo.*



**Declaración de Política.** El Otorgamiento realizado conforme al Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.

La Compañía, con oficinas registradas ubicadas en One Coca Cola Plaza, Atlanta Georgia, 30313, EE.UU., es la única responsable de la administración del Plan y de la participación en el mismo, y la adquisición de Acciones no establece de forma alguna una relación de trabajo entre el Beneficiario y la Compañía, ya que su participación en el Plan es completamente comercial, y el único empleador del Beneficiario es Servicios Integrados de Administración y Alta Gerencia, S. de R.L. de C.V., así como tampoco establece ningún derecho entre el Beneficiario y el Patrón.

**Reconocimiento del Documento del Plan.** Al aceptar el Otorgamiento, el Beneficiario reconoce que ha recibido una copia del Plan, que ha revisado el Plan y el Contrato y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Contrato.

Adicionalmente, al firmar el Contrato, el Beneficiario reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en la cláusula 12 del Contrato ("Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ninguna de las empresas Afiliadas o la Compañía, son responsables por cualquier disminución en el valor de las Acciones en relación al Otorgamiento.

Finalmente, el Beneficiario manifiesta que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación del Beneficiario en el Plan y, en consecuencia, otorga el más amplio finiquito al Patrón, así como a la Compañía y empresas Afiliadas con respecto a cualquier demanda que pudiera originarse en virtud del Plan.

## **MOROCCO**

### **Notifications**

#### **Exchange Control Information**

The Company reserves the right to force the immediate sale of any Shares to be issued upon vesting and settlement of the Award. If applicable, the Recipient agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay the Recipient the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Recipient acknowledges that the Recipient is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

The Recipient is required immediately to repatriate to Morocco the proceeds from the sale of any Shares which may be issued to the Recipient at vesting and settlement of the Awards. Such repatriation of proceeds may need to be effectuated through a special account established by the Company, its Subsidiary or Affiliate. By accepting the Awards, the Recipient consents and agrees that the cash proceeds may be transferred to such special account prior to being delivered to the Recipient.

If repatriation of proceeds is not effectuated through a special account, the Recipient agrees to maintain his or hers own records proving repatriation and to provide copies of these records upon request from the Company, its Subsidiary and/or the Office des Changes. The Recipient is responsible for ensuring compliance with all exchange control laws in Morocco.

## **PAKISTAN**

### *Terms and Conditions*

#### **Immediate Sale of Shares**

Notwithstanding anything to the contrary in the Agreement and the Plan, due to local regulatory requirements, the Recipient agrees to the immediate sale of any Shares to be issued to the Recipient on the Release Date. The Recipient further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on the Recipient's behalf pursuant to this authorization without further consent) and the Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. The Recipient acknowledges that the Company and its designated broker are under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company will deliver to the Recipient the cash proceeds from the sale of the Shares, less any Tax-Related Items and brokerage fees or commissions.

### *Notifications*

#### **Exchange Control Information**

The Recipient is required immediately to repatriate to Pakistan the proceeds from the sale of Shares as described above. The Recipient should consult his or her personal advisor prior to exercise and settlement of the Awards to ensure compliance with the applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Recipient is responsible for ensuring compliance with all exchange control laws in Pakistan.

## **PHILIPPINES**

### *Notifications*

#### **Securities Law Information**

The Recipient acknowledges that the Recipient is permitted to sell Shares acquired under the Plan through the broker, provided that such sale takes place outside of the Philippines through the facilities of the New York Stock Exchange on which the Shares are listed.

The securities being offered or sold herein have not been registered with the Philippines Securities and Exchange Commission under its Securities Regulation Code (the "SRC"). Any future offer or sale thereof is subject to registration requirements under the SRC unless such offer or sale qualifies as an exempt transaction.

## **RUSSIA**

### *Terms and Conditions*

#### **U.S. Transaction and Sale Restrictions**

The Recipient understands that acceptance of the grant of the Award results in a contract between the Recipient and the Company completed in the United States and that the Agreement are governed by the laws of the Commonwealth of Delaware, without regard to choice of law principles thereof. Any Shares acquired under the Plan shall be delivered to the Recipient through a brokerage account in the U.S. The Recipient may hold the Shares in his or her brokerage account in the U.S.; however, in no event will Shares issued to the Recipient under the Plan be delivered to the Recipient in Russia. The Recipient is not permitted to sell the Shares directly to other Russian legal entities or individuals, nor is Recipient permitted to bring any certificates representing the Shares into Russia (if such certificates are actually issued).

Depending on the development of local regulatory requirements, the Company reserves the right to require the immediate sale of any Shares to be issued to Recipient upon vesting of the Award. By accepting the Award, Recipient acknowledges that Recipient understands and agree that the Company is authorized to, and may, in its sole discretion, instruct its designated broker to assist with the mandatory sale of Shares issued to the Recipient upon vesting of the Award (on Recipient's behalf pursuant to this authorization) and Recipient expressly authorizes the Company's designated broker to complete the sale of such Shares. Recipient acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the shares of Shares, Recipient will receive the cash proceeds, less any Tax-Related Items and brokerage fees or commissions.

## **Data Privacy**

The following provision replaces Section 11 of the Agreement:

By accepting the Award, the Recipient acknowledges that he or she has read, understood and agrees to the terms regarding the collection, processing and transfer of data described in Section 11 of the Agreement. In this regard, upon request of the Company or the Employer, the Recipient agrees to provide an executed data privacy consent form or any similar agreements or consents that the Company or the Employer may deem necessary to obtain under the data privacy laws in Russia, either now or in the future. The Recipient understands that he or she will not be able to participate in the Plan if the Recipient fails to execute any such consent or agreement that may be requested.

### ***Notifications***

#### **Securities Law Information**

The Employer is not in any way involved in the offer of the Award or administration of the Plan. The Agreement, the Plan and all other materials the Recipient may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The issuance of Shares under the Plan has not and will not be registered in Russia and hence the Shares described in any Plan-related documents may not be offered or placed in public circulation in Russia.

Please note that, under the Russian law, the Recipient is not permitted to sell or otherwise alienate the Shares directly to other Russian individuals and the Recipient is not permitted to bring Share certificates into Russia.

#### **Exchange Control Information**

The Recipient is responsible for complying with all currency control laws and regulations in Russia that may apply to participation in the Plan. Within a reasonably short time after the receipt of any funds resulting from the Award (*e.g.*, sale proceeds, dividends, etc.), the funds must be repatriated to Russia and credited to a Russian resident Recipient through a foreign currency account at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to foreign banks in accordance with Russian exchange control laws. Effective August 2, 2014, dividends (but not dividend equivalents) do not need to be remitted to a Russian resident Recipient's bank account in Russia but instead can be remitted directly to a foreign individual bank account (in Organisation for Economic Cooperation and Development ("OECD") and Financial Action Task Force ("FATF") countries). The Recipient should consult his or her personal advisor before remitting any funds into Russia, as exchange control requirements are subject to change at any time, often without notice.

#### **Labor Law Information**

If the Recipient continues to hold Common Stock acquired at vesting of the Award after an involuntary termination of employment, he or she may not be eligible to receive unemployment benefits in Russia.

## **SINGAPORE**

### ***Notifications***

#### **Securities Law Information**

The Award is being granted pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Recipient should note that the Award is subject to section 257 of the SFA and the Recipient should not make any subsequent sale of the Shares in Singapore or any offer of such subsequent sale of the Shares in Singapore, unless such sale or offer is made (1) after 6 months from the Award Date or (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

## **Chief Executive Officer and Director Notification Requirement**

If the Recipient is a Chief Executive Officer (“CEO”) or a director, associate director or shadow director of the Company’s Singapore Affiliate, the Recipient is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s Singapore Affiliate in writing when the Recipient receives an interest (e.g., the Awards, Shares, etc.) in the Company or any Affiliates within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (e.g., when Shares are sold), or (iii) becoming a CEO, director, associate director or shadow director.

## **SOUTH AFRICA**

### *Terms and Conditions*

### **Tax Acknowledgment**

By accepting the Award, the Recipient agrees to notify the Employer of the amount of any gain realized at the taxable event. If the Recipient fails to advise the Employer of the gain realized at the taxable event, the Recipient may be liable for a fine. The Recipient will be responsible for paying any difference between the actual tax liability and the amount withheld.

### *Notifications*

### **Exchange Control Information**

South African residents may be required to obtain approval from the South African Reserve Bank for payments (including payment of the proceeds from the sale of Shares) that he or she receives into accounts held outside of South Africa (e.g., a U.S. brokerage account). The Recipient should consult his or her personal advisor to ensure compliance with current exchange control regulations.

## **SPAIN**

### *Terms and Conditions*

### **Labor Law Acknowledgment**

The following provision supplements Section 12 of the Agreement:

In accepting the Award, the Recipient consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

The Recipient understands and agrees that the Company has unilaterally, gratuitously and discretely decided to grant the Award under the Plan to individuals who may be employees of the Company and any Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliates, over and above the specific terms of the Plan. Consequently, the Recipient understands that the Award is granted on the assumption and condition that the Award and any Shares issued under the Plan are not part of any employment contract (either with the Company or any Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Recipient understands that the Award would not be granted to the Recipient but for the assumptions and conditions referred to herein; thus, the Recipient acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Award and any right to the Award shall be null and void.

Further, the vesting of the Award is expressly conditioned on the Recipient’s continued employment, such that upon termination of employment, the Award may cease vesting immediately, effective on the date of the Recipient’s termination of employment (unless otherwise specifically provided in the Agreement and/or the Plan). In particular, the Recipient understands and agrees that any unreleased Awards as of the date the Recipient is no longer actively employed or in service (unless otherwise specifically provided in the Agreement and/or the Plan) will be forfeited without entitlement to the underlying Shares or to any amount of indemnification in the event of termination of the Recipient’s employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective dismissal adjudged or recognized to be without cause, individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 50 of the Workers’ Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.

## ***Notifications***

### **Securities Law Information**

The grant of an Award and the Shares issued pursuant to the vesting/settlement of the Award are considered a private placement outside the scope of Spanish laws on public offerings and issuances of securities. Neither the Plan nor the Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

### **Exchange Control Information**

The acquisition, ownership and disposition of Shares and must be declared for statistical purposes to the *Dirección General de Comercio e Inversiones* (the “DGCI”), which is a department of the Ministry of Economy and Competitiveness. If the Recipient acquires Shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGCI for the Recipient; otherwise, the resident Recipient will be required make the declaration by filing the appropriate form with the DGCI. Generally, the declaration must be made in January for Shares owned as of December 31 of the prior year; however, if the value of Shares acquired or sold exceeds €1,502,530 (or the Recipient holds 10% or more of the capital of the Company or such other amount that would entitle the Recipient to join the Company’s board of directors), the declaration must be filed within one (1) month of the acquisition or sale, as applicable.

### **Foreign Asset/Account Reporting Information**

To the extent the Recipient holds rights or assets outside of Spain with a value in excess of €50,000 per type of right or asset (e.g., Shares, cash, etc.) as of December 31 each year, such resident will be required to report information on such rights and assets on his or her annual tax return for such year. After such rights and assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000.

Further, the Recipient will be required to electronically declare to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities (including Shares acquired under the Plan) held in such accounts if the value of the transactions for all such accounts during the prior tax year or the balances in such accounts as of December 31 of the prior tax year exceed €1,000,000.

Further, the Recipient is required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payments of cash or Shares made to the Recipient under the Plan) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the relevant year, exceed €1,000,000.

## **THAILAND**

## ***Notifications***

### **Exchange Control Information**

If the proceeds from the sale of Shares or the receipt of dividends are equal to or greater than US\$50,000 or more in a single transaction, Thai resident Recipients must repatriate the proceeds to Thailand immediately upon receipt and convert the funds to Thai Baht or deposit the proceeds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the proceeds to Thailand. In addition, Thai resident Recipients must report the inward remittance to the Bank of Thailand on a foreign exchange transaction form.

Because exchange control regulations change frequently and without notice, the Recipient should consult his or her personal advisor before selling Shares to ensure compliance with current regulations. It is the Recipient's sole responsibility to comply with exchange control laws in Thailand.

## **SWITZERLAND**

### *Notifications*

#### **Securities Law Notification**

The grant of the Award is considered a private offering and therefore is not subject to securities registration in Switzerland.

## **TURKEY**

### *Notifications*

#### **Securities Law Information**

Under Turkish law, the Recipient is not permitted to sell Shares acquired under the Plan in Turkey. The Recipient must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the New York Stock Exchange in the United States under the ticker symbol "KO" and Shares may be sold on this exchange.

#### **Exchange Control Information**

Under Turkish exchange control regulations, the Recipient may be required to use a financial intermediary institution approved under the Turkish Capital Market Law to acquire or sell shares traded on a foreign market and to report such activity to the Capital Markets Board. *The Recipient should consult his or her personal advisor regarding these requirements.*

## **UNITED ARAB EMIRATES**

### *Notifications*

#### **Securities Law Information**

Participation in the Plan is being offered only to selected Recipients and is in the nature of providing equity incentives to Recipients in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Recipients and must not be delivered to or relied on by any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Recipient does not understand the contents of the Plan and the Agreement, the Recipient should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## **UNITED KINGDOM**

### *Terms and Conditions*

#### **Responsibility for Taxes**

The following provisions supplement Section 7 of the Agreement:

If payment or withholding of income taxes is not made within ninety (90) days of the end of the tax year in which the income tax liability arises, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "Due Date"), the amount of any uncollected income tax shall constitute a loan owed by the Recipient to the Employer, effective on the Due Date. The Recipient understands and agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC"), it will be immediately due and repayable by the Recipient, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 7 of the Agreement.

Notwithstanding the foregoing, if the Recipient is a director or an executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Recipient will not be eligible for such a loan to cover the uncollected income tax. In the event that the Recipient is a director or executive officer and the income tax is not collected from or paid by the Recipient by the Due Date, the Recipient understands that the amount of any uncollected income tax may constitute a benefit to the Recipient on which additional income tax and national insurance contributions ("NICs") may be payable. The Recipient will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as appropriate) for the value of any employee NICs due on this additional benefit, which the Company and/or the Employer may recover from the Recipient by any of the means referred to in Section 7 of the Agreement.

### *Notifications*

#### **Securities Disclosure**

This Agreement is not an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 ("FSMA") and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan and the Award are exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary of the Company.

## **URUGUAY**

#### **Data Privacy**

The following provision supplements Section 11 of the Agreement:

The Recipient understands that his or her Data will be collected by his or her Employer and will be transferred to the Company at One Coca-Cola Plaza, Atlanta Georgia, 30313, United States and/or any financial institutions or brokers involved in the management and administration of the Plan. The Recipient further understands that any of these entities may store the Recipient's Data for purposes of administering his or her participation in the Plan.