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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549  
**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended March 29, 2019**

**OR**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 001-02217**

*The Coca-Cola Company*

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)  
**One Coca-Cola Plaza**  
**Atlanta, Georgia**  
(Address of principal executive offices)

**58-0628465**  
(I.R.S. Employer  
Identification No.)

**30313**  
(Zip Code)

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

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes  No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark if the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date.

| Class of Common Stock | Outstanding as of April 22, 2019 |
|-----------------------|----------------------------------|
| \$0.25 Par Value      | 4,266,115,111 Shares             |

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THE COCA-COLA COMPANY AND SUBSIDIARIES

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## FORWARD-LOOKING STATEMENTS

*This report contains information that may constitute "forward-looking statements." Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. However, the absence of these words or similar expressions does not mean that a statement is not forward-looking. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future — including statements relating to volume growth, share of sales and earnings per share growth, and statements expressing general views about future operating results — are forward-looking statements. Management believes that these forward-looking statements are reasonable as and when made. However, caution should be taken not to place undue reliance on any such forward-looking statements because such statements speak only as of the date when made. Our Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. In addition, forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from our Company's historical experience and our present expectations or projections. These risks and uncertainties include, but are not limited to, those described in Part II, "Item 1A. Risk Factors" and elsewhere in this report and in our Annual Report on Form 10-K for the year ended December 31, 2018, and those described from time to time in our future reports filed with the Securities and Exchange Commission.*

**Part I. Financial Information**

*Item 1. Financial Statements (Unaudited)*

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(UNAUDITED)  
(In millions except per share data)

|  | Three Months Ended |                   |
|--|--------------------|-------------------|
|  | March 29,<br>2019  | March 30,<br>2018 |
| <b>NET OPERATING REVENUES</b>  | <b>\$ 8,020</b>    | <b>\$ 7,626</b>   |
| Cost of goods sold   | 2,990              | 2,738             |
| <b>GROSS PROFIT</b>  | <b>5,030</b>       | <b>4,888</b>      |
| Selling, general and administrative expenses   | 2,567              | 2,541             |
| Other operating charges  | 127                | 536               |
| <b>OPERATING INCOME</b>  | <b>2,336</b>       | <b>1,811</b>      |
| Interest income  | 129                | 165               |
| Interest expense   | 232                | 230               |
| Equity income (loss) — net   | 133                | 142               |
| Other income (loss) — net  | (234)              | (55)              |
| <b>INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES</b>                             | <b>2,132</b>       | <b>1,833</b>      |
| Income taxes from continuing operations  | 486                | 506               |
| <b>NET INCOME FROM CONTINUING OPERATIONS</b>   | <b>1,646</b>       | <b>1,327</b>      |
| Income from discontinued operations (net of income taxes of \$36 and \$40, respectively) | 57                 | 73                |
| <b>CONSOLIDATED NET INCOME</b>   | <b>1,703</b>       | <b>1,400</b>      |
| Less: Net income attributable to noncontrolling interests                                | 25                 | 32                |
| <b>NET INCOME ATTRIBUTABLE TO SHAREOWNERS OF THE COCA-COLA COMPANY</b>                   | <b>\$ 1,678</b>    | <b>\$ 1,368</b>   |
| Basic net income per share from continuing operations <sup>1</sup>                       | \$ 0.39            | \$ 0.31           |
| Basic net income per share from discontinued operations <sup>2</sup>                     | 0.01               | 0.01              |
| <b>BASIC NET INCOME PER SHARE<sup>3</sup></b>  | <b>\$ 0.39</b>     | <b>\$ 0.32</b>    |
| Diluted net income per share from continuing operations <sup>1</sup>                     | \$ 0.38            | \$ 0.31           |
| Diluted net income per share from discontinued operations <sup>2</sup>                   | 0.01               | 0.01              |
| <b>DILUTED NET INCOME PER SHARE</b>  | <b>\$ 0.39</b>     | <b>\$ 0.32</b>    |
| <b>AVERAGE SHARES OUTSTANDING — BASIC</b>  | <b>4,271</b>       | <b>4,265</b>      |
| Effect of dilutive securities  | 35                 | 41                |
| <b>AVERAGE SHARES OUTSTANDING — DILUTED</b>  | <b>4,306</b>       | <b>4,306</b>      |

<sup>1</sup> Calculated based on net income from continuing operations less net income from continuing operations attributable to noncontrolling interests.

<sup>2</sup> Calculated based on net income from discontinued operations less net income from discontinued operations attributable to noncontrolling interests.

<sup>3</sup> Per share amounts may not add due to rounding.

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(UNAUDITED)  
(In millions)

|  | Three Months Ended |                   |
|--|--------------------|-------------------|
|  | March 29,<br>2019  | March 30,<br>2018 |
| <b>CONSOLIDATED NET INCOME</b>   | <b>\$ 1,703</b>    | <b>\$ 1,400</b>   |
| Other comprehensive income:  |                    |                   |
| Net foreign currency translation adjustments   | 926                | 728               |
| Net gains (losses) on derivatives  | 8                  | (16)              |
| Net unrealized gain (loss) on available-for-sale securities                            | 15                 | (11)              |
| Net change in pension and other benefit liabilities                                    | 31                 | 34                |
| <b>TOTAL COMPREHENSIVE INCOME</b>  | <b>2,683</b>       | <b>2,135</b>      |
| Less: Comprehensive income (loss) attributable to noncontrolling interests             | (3)                | 91                |
| <b>TOTAL COMPREHENSIVE INCOME ATTRIBUTABLE TO SHAREOWNERS OF THE COCA-COLA COMPANY</b> | <b>\$ 2,686</b>    | <b>\$ 2,044</b>   |

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(UNAUDITED)  
(In millions except par value)

|   | March 29,<br>2019 | December 31,<br>2018 |
|---|-------------------|----------------------|
| <b>ASSETS</b>   |                   |                      |
| CURRENT ASSETS  |                   |                      |
| Cash and cash equivalents   | \$ 5,645          | \$ 8,926             |
| Short-term investments  | 1,538             | 2,025                |
| <b>TOTAL CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS</b>  | <b>7,183</b>      | <b>10,951</b>        |
| Marketable securities   | 4,765             | 5,013                |
| Trade accounts receivable, less allowances of \$492 and \$489, respectively                               | 3,852             | 3,396                |
| Inventories   | 3,178             | 2,766                |
| Prepaid expenses and other assets   | 2,935             | 1,962                |
| Assets held for sale — discontinued operations  | 6,627             | 6,546                |
| <b>TOTAL CURRENT ASSETS</b>   | <b>28,540</b>     | <b>30,634</b>        |
| EQUITY METHOD INVESTMENTS   | 19,283            | 19,407               |
| OTHER INVESTMENTS   | 915               | 867                  |
| OTHER ASSETS  | 5,382             | 4,139                |
| DEFERRED INCOME TAX ASSETS  | 2,617             | 2,667                |
| PROPERTY, PLANT AND EQUIPMENT, less accumulated depreciation of \$8,032 and \$8,013, respectively         | 8,866             | 8,232                |
| TRADEMARKS WITH INDEFINITE LIVES  | 9,351             | 6,682                |
| BOTTLERS' FRANCHISE RIGHTS WITH INDEFINITE LIVES  | 111               | 51                   |
| GOODWILL  | 12,964            | 10,263               |
| OTHER INTANGIBLE ASSETS   | 318               | 274                  |
| <b>TOTAL ASSETS</b>   | <b>\$ 88,347</b>  | <b>\$ 83,216</b>     |
| <b>LIABILITIES AND EQUITY</b>   |                   |                      |
| CURRENT LIABILITIES   |                   |                      |
| Accounts payable and accrued expenses   | \$ 10,986         | \$ 8,932             |
| Loans and notes payable   | 11,570            | 13,194               |
| Current maturities of long-term debt  | 3,297             | 4,997                |
| Accrued income taxes  | 255               | 378                  |
| Liabilities held for sale — discontinued operations   | 1,835             | 1,722                |
| <b>TOTAL CURRENT LIABILITIES</b>  | <b>27,943</b>     | <b>29,223</b>        |
| LONG-TERM DEBT  | 29,400            | 25,364               |
| OTHER LIABILITIES   | 8,598             | 7,638                |
| DEFERRED INCOME TAX LIABILITIES   | 2,602             | 1,933                |
| THE COCA-COLA COMPANY SHAREOWNERS' EQUITY   |                   |                      |
| Common stock, \$0.25 par value; Authorized — 11,200 shares; Issued — 7,040 and 7,040 shares, respectively | 1,760             | 1,760                |
| Capital surplus   | 16,577            | 16,520               |
| Reinvested earnings   | 63,704            | 63,234               |
| Accumulated other comprehensive income (loss)   | (12,325)          | (12,814)             |
| Treasury stock, at cost — 2,772 and 2,772 shares, respectively  | (51,981)          | (51,719)             |
| <b>EQUITY ATTRIBUTABLE TO SHAREOWNERS OF THE COCA-COLA COMPANY</b>  | <b>17,735</b>     | <b>16,981</b>        |
| <b>EQUITY ATTRIBUTABLE TO NONCONTROLLING INTERESTS</b>  | <b>2,069</b>      | <b>2,077</b>         |
| <b>TOTAL EQUITY</b>   | <b>19,804</b>     | <b>19,058</b>        |
| <b>TOTAL LIABILITIES AND EQUITY</b>   | <b>\$ 88,347</b>  | <b>\$ 83,216</b>     |

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(UNAUDITED)  
(In millions)

|  | Three Months Ended |                   |
|--|--------------------|-------------------|
|  | March 29,<br>2019  | March 30,<br>2018 |
| <b>OPERATING ACTIVITIES</b>  |                    |                   |
| Consolidated net income  | \$ 1,703           | \$ 1,400          |
| (Income) loss from discontinued operations   | (57)               | (73)              |
| Net income from continuing operations  | 1,646              | 1,327             |
| Depreciation and amortization  | 275                | 270               |
| Stock-based compensation expense   | 40                 | 72                |
| Deferred income taxes  | 110                | (199)             |
| Equity (income) loss — net of dividends  | (119)              | (43)              |
| Foreign currency adjustments   | (39)               | (19)              |
| Significant (gains) losses — net   | 87                 | 34                |
| Other operating charges  | 55                 | 510               |
| Other items  | 122                | (27)              |
| Net change in operating assets and liabilities   | (1,478)            | (1,312)           |
| Net cash provided by operating activities  | 699                | 613               |
| <b>INVESTING ACTIVITIES</b>  |                    |                   |
| Purchases of investments   | (1,062)            | (2,669)           |
| Proceeds from disposals of investments   | 1,994              | 4,379             |
| Acquisitions of businesses, equity method investments and nonmarketable securities                                   | (5,201)            | (183)             |
| Proceeds from disposals of businesses, equity method investments and nonmarketable securities                        | 261                | 3                 |
| Purchases of property, plant and equipment   | (364)              | (274)             |
| Proceeds from disposals of property, plant and equipment   | 26                 | 43                |
| Other investing activities   | 31                 | 22                |
| Net cash provided by (used in) investing activities  | (4,315)            | 1,321             |
| <b>FINANCING ACTIVITIES</b>  |                    |                   |
| Issuances of debt  | 10,119             | 9,576             |
| Payments of debt   | (9,656)            | (8,770)           |
| Issuances of stock   | 190                | 477               |
| Purchases of stock for treasury  | (397)              | (927)             |
| Other financing activities   | 29                 | (72)              |
| Net cash provided by financing activities  | 285                | 284               |
| <b>CASH FLOWS FROM DISCONTINUED OPERATIONS</b>   |                    |                   |
| Net cash provided by (used in) operating activities from discontinued operations                                     | 89                 | 46                |
| Net cash provided by (used in) investing activities from discontinued operations                                     | (144)              | (24)              |
| Net cash provided by (used in) financing activities from discontinued operations                                     | 136                | 40                |
| Net cash provided by discontinued operations   | 81                 | 62                |
| <b>EFFECT OF EXCHANGE RATE CHANGES ON CASH, CASH EQUIVALENTS, RESTRICTED CASH AND RESTRICTED CASH EQUIVALENTS</b>    |                    |                   |
|  | 56                 | 95                |
| <b>CASH, CASH EQUIVALENTS, RESTRICTED CASH AND RESTRICTED CASH EQUIVALENTS</b>                                       |                    |                   |
| Net increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents during the period | (3,194)            | 2,375             |
| Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of period                       | 9,318              | 6,373             |
| Cash, cash equivalents, restricted cash and restricted cash equivalents at end of period                             | 6,124              | 8,748             |
| Less: Restricted cash and restricted cash equivalents at end of period   | 479                | 457               |
| Cash and cash equivalents at end of period   | \$ 5,645           | \$ 8,291          |

Refer to Notes to Condensed Consolidated Financial Statements.

**THE COCA-COLA COMPANY AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(UNAUDITED)

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Presentation***

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. They do not include all information and notes required by U.S. GAAP for complete financial statements. However, except as disclosed herein, there has been no material change in the information disclosed in the Notes to Consolidated Financial Statements included in the Annual Report on Form 10-K of The Coca-Cola Company for the year ended December 31, 2018.

When used in these notes, the terms "The Coca-Cola Company," "Company," "we," "us" and "our" mean The Coca-Cola Company and all entities included in our condensed consolidated financial statements. In the opinion of management, all adjustments (including normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three months ended March 29, 2019 are not necessarily indicative of the results that may be expected for the year ending December 31, 2019. Sales of our nonalcoholic ready-to-drink beverages are somewhat seasonal, with the second and third calendar quarters accounting for the highest sales volumes. The volume of sales in the beverage business may be affected by weather conditions.

Each of our interim reporting periods, other than the fourth interim reporting period, ends on the Friday closest to the last day of the corresponding quarterly calendar period. The first quarter of 2019 and the first quarter of 2018 ended on March 29, 2019 and March 30, 2018, respectively. Our fourth interim reporting period and our fiscal year end on December 31 regardless of the day of the week on which December 31 falls.

***Operating Segments***

In January 2019, we established a new operating segment, Global Ventures, which includes the results of Costa Limited ("Costa"), which we acquired in January 2019, and the results of our innocent and dogadan businesses as well as fees earned pursuant to distribution coordination agreements between the Company and Monster Beverage Corporation ("Monster"). Accordingly, all prior period operating segment and Corporate information presented herein has been adjusted to reflect this change in our organizational structure. Refer to Note 17.

As of March 29, 2019, our organizational structure consisted of the following operating segments: Europe, Middle East and Africa; Latin America; North America; Asia Pacific; Global Ventures; and Bottling Investments. Our operating structure also included Corporate, which consists of two components: (1) a center focused on strategic initiatives, policy and governance, and (2) an enabling services organization focused on both simplifying and standardizing key transactional processes and providing support to business units through global centers of excellence.

***Advertising Costs***

The Company's accounting policy related to advertising costs for annual reporting purposes is to expense production costs of print, radio, television and other advertisements as of the first date the advertisements take place. All other marketing expenditures are expensed in the annual period in which the expenditure is incurred.

For interim reporting purposes, we allocate our estimated full year marketing expenditures that benefit multiple interim periods to each of our interim reporting periods. We use the proportion of each interim period's actual unit case volume to the estimated full year unit case volume as the basis for the allocation. This methodology results in our marketing expenditures being recognized at a standard rate per unit case. At the end of each interim reporting period, we review our estimated full year unit case volume and our estimated full year marketing expenditures that benefit multiple interim periods in order to evaluate if a change in estimate is necessary. The impact of any changes in these full year estimates is recognized in the interim period in which the change in estimate occurs. Our full year marketing expenditures are not impacted by this interim accounting policy.



### ***Shipping and Handling Costs***

Shipping and handling costs related to the movement of goods from our manufacturing locations to our sales distribution centers are included in the line item cost of goods sold in our consolidated statement of income. Shipping and handling costs incurred to move goods from our manufacturing locations or sales distribution centers to our customers are also included in the line item cost of goods sold in our consolidated statement of income, except for costs incurred to distribute goods sold by our Company-owned bottlers to our customers, which are included in the line item selling, general and administrative expenses. Our customers generally do not pay us separately for shipping and handling costs. Effective January 1, 2018, we adopted Accounting Standards Codification 606, *Revenue from Contracts with Customers* ("ASC 606"). Upon adoption, we made a policy election to recognize the cost of shipping and handling activities that are performed after a customer obtains control of the goods as costs to fulfill our promise to provide goods to the customer. As a result of this election, the Company does not evaluate whether shipping and handling activities are services promised to customers. If revenue is recognized for the related goods before the shipping and handling activities occur, the related costs of those shipping and handling activities are accrued. Refer to Note 3 for additional information regarding revenue recognition.

### ***Sales, Use, Value-Added and Excise Taxes***

The Company collects taxes imposed directly on its customers related to sales, use, value-added, excise and other similar taxes. The Company then remits such taxes on behalf of its customers to the applicable governmental authorities. Upon adoption of ASC 606, we made a policy election to exclude from net operating revenues the tax amounts imposed on revenue-producing transactions that were collected from our customers to be remitted to governmental authorities. Accordingly, such tax amounts are recorded in the line item trade accounts receivable in our consolidated balance sheet when collection of taxes from the customer has not yet occurred and are recorded in the line item accounts payable and accrued expenses in our consolidated balance sheet until they are remitted to the applicable governmental authorities. Taxes imposed directly on the Company, whether based on receipts from sales, inventory procurement costs or manufacturing activities, are recorded in the line item cost of goods sold in our consolidated statement of income. Refer to Note 3 for additional information regarding revenue recognition.

### ***Leases***

Effective January 1, 2019, we adopted Accounting Standards Codification 842, *Leases* ("ASC 842"). We determine if an arrangement contains a lease at inception based on whether or not the Company has the right to control the asset during the contract period and other facts and circumstances.

#### ***Lessee***

We are the lessee in a lease contract when we obtain the right to control the asset. Operating leases are included in the line items other assets, accounts payable and accrued expenses, and other liabilities in our consolidated balance sheet. Operating lease right-of-use ("ROU") assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease, both of which are recognized based on the present value of the future minimum lease payments over the lease term at the commencement date. Leases with a lease term of 12 months or less at inception are not recorded on our consolidated balance sheet and are expensed on a straight-line basis over the lease term in our consolidated statement of income. We determine the lease term by assuming the exercise of renewal options that are reasonably certain. As most of our leases do not provide an implicit interest rate, we use our local incremental borrowing rate based on the information available at commencement date in determining the present value of future payments. When our contracts contain lease and non-lease components, we account for both components as a single lease component. Refer to Note 8 for further discussion.

#### ***Lessor***

We have various arrangements for certain fountain equipment under which we are the lessor. These leases meet the criteria for operating lease classification. Lease income associated with these leases is not material.

## Net Income

The following table presents information related to net income from continuing operations and net income from discontinued operations (in millions):

|  | Three Months Ended |                |
|--|--------------------|----------------|
|  | March 29, 2019     | March 30, 2018 |
| <b>CONTINUING OPERATIONS</b>   |                    |                |
| Net income from continuing operations  | \$ 1,646           | \$ 1,327       |
| Less: Net income from continuing operations attributable to noncontrolling interests         | 1                  | 2              |
| Net income from continuing operations attributable to shareowners of The Coca-Cola Company   | \$ 1,645           | \$ 1,325       |
| <b>DISCONTINUED OPERATIONS</b>   |                    |                |
| Net income from discontinued operations  | \$ 57              | \$ 73          |
| Less: Net income from discontinued operations attributable to noncontrolling interests       | 24                 | 30             |
| Net income from discontinued operations attributable to shareowners of The Coca-Cola Company | \$ 33              | \$ 43          |
| <b>CONSOLIDATED</b>  |                    |                |
| Consolidated net income  | \$ 1,703           | \$ 1,400       |
| Less: Net income attributable to noncontrolling interests                                    | 25                 | 32             |
| Net income attributable to shareowners of The Coca-Cola Company                              | \$ 1,678           | \$ 1,368       |

## Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents

We classify time deposits and other investments that are highly liquid and have maturities of three months or less at the date of purchase as cash equivalents or restricted cash equivalents, as applicable. Restricted cash and restricted cash equivalents generally consist of amounts held by our captive insurance companies, which are included in the line item other assets on our consolidated balance sheet, and amounts classified in assets held for sale and assets held for sale— discontinued operations.

We manage our exposure to counterparty credit risk through specific minimum credit standards, diversification of counterparties and procedures to monitor our concentrations of credit risk.

The following table provides a summary of cash, cash equivalents, restricted cash and restricted cash equivalents that constitute the total amounts shown in the condensed consolidated statements of cash flows (in millions):

|   | March 29,      | December 31,      |
|---|----------------|-------------------|
|   | 2019           | 2018              |
| Cash and cash equivalents   | \$ 5,645       | \$ 8,926          |
| Cash and cash equivalents included in assets held for sale— discontinued operations | 203            | 151               |
| Cash and cash equivalents included in other assets <sup>1</sup>                     | 276            | 241               |
| Cash, cash equivalents, restricted cash and restricted cash equivalents             | \$ 6,124       | \$ 9,318          |
|   | March 30, 2018 | December 31, 2017 |
| Cash and cash equivalents   | \$ 8,291       | \$ 6,006          |
| Cash and cash equivalents included in assets held for sale                          | 7              | 13                |
| Cash and cash equivalents included in assets held for sale— discontinued operations | 169            | 97                |
| Cash and cash equivalents included in other assets <sup>1</sup>                     | 281            | 257               |
| Cash, cash equivalents, restricted cash and restricted cash equivalents             | \$ 8,748       | \$ 6,373          |

<sup>1</sup> Amounts represent cash and cash equivalents in our solvency capital portfolio set aside primarily to cover pension obligations in certain of our European and Canadian pension plans. Refer to Note 4.

## Recently Adopted Accounting Guidance

ASC 842 requires lessees to recognize operating lease ROU assets, representing their right to use the underlying asset for the lease term, and lease liabilities on the balance sheet for all leases with lease terms greater than 12 months. The guidance also requires qualitative and quantitative disclosures designed to assess the amount, timing and uncertainty of cash flows arising from leases. We adopted ASC 842 using the modified retrospective method and utilized the optional transition method under

which we continue to apply the legacy guidance in ASC 840, *Leases*, including its disclosure requirements, in the comparative period presented. In addition, we elected the package of practical expedients permitted under the transition guidance which permits us to carry forward the historical lease classification, among other things. As a result of the adoption, our operating lease ROU assets and operating lease liabilities were \$1,242 million and \$1,268 million, respectively, as of March 29, 2019, which include preliminary amounts recorded resulting from the acquisition of Costa in January 2019. The adoption of this standard did not impact our consolidated statement of income or our consolidated statement of cash flows. Refer to Note 8 for further discussion.

In August 2017, the Financial Accounting Standards Board ("FASB") issued ASU 2017-12, *Targeted Improvements to Accounting for Hedging Activities*, which eliminates the requirement to separately measure and report hedge ineffectiveness and requires companies to recognize all elements of hedge accounting that impact earnings in the same line item in the statement of income where the hedged item resides. The amendments in this update include new alternatives for measuring the hedged item for fair value hedges of interest rate risk and ease the requirements for effectiveness testing, hedge documentation and applying the critical terms match method. We adopted ASU 2017-12 effective January 1, 2019 using the modified retrospective method. We recognized a cumulative effect adjustment to decrease the opening balance of reinvested earnings as of January 1, 2019 by \$12 million, net of tax. Refer to Note 6 for additional disclosures required by this ASU.

In February 2018, the FASB issued ASU 2018-02, *Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income* which permits entities to reclassify the disproportionate income tax effects of the Tax Cuts and Jobs Act of 2017 (the "Tax Reform Act") on items within accumulated other comprehensive income (loss) ("AOCI") to reinvested earnings. These disproportionate income tax effect items are referred to as "stranded tax effects." The amendments in this update only relate to the reclassification of the income tax effects of the Tax Reform Act. Other accounting guidance that requires the effect of changes in tax laws or rates to be included in net income from continuing operations is not affected by this update. We adopted ASU 2018-02 effective January 1, 2019. We recognized a cumulative effect adjustment to increase the opening balance of reinvested earnings as of January 1, 2019 by \$513 million.

## NOTE 2: ACQUISITIONS AND DIVESTITURES

### *Acquisitions*

During the three months ended March 29, 2019, our Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$201 million, which included the acquisition of Costa and the remaining equity ownership interest in C.H.I. Limited ("CHI"), a Nigerian producer of value-added dairy and juice beverages and iced tea.

During the three months ended March 30, 2018, our Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$183 million, which primarily related to the acquisition of additional interests in the Company's franchise bottlers in the United Arab Emirates and in Oman, both of which were previously equity method investees of the Company. As a result of the additional interest acquired in the Oman bottler, we obtained a controlling interest, resulting in its consolidation.

### *Costa Limited*

In January 2019, the Company acquired Costa in exchange for \$4.9 billion of cash, net of cash acquired. Costa is a coffee company with retail outlets in over 30 countries, the Costa Express vending system and a state-of-the-art roastery. We believe this acquisition will allow us to increase our presence in the hot beverage market as Costa has a scalable platform across multiple formats and channels, including opportunities to introduce ready-to-drink products. As of March 29, 2019, \$2.4 billion of the purchase price was preliminarily allocated to the Costa trademark and \$2.5 billion was preliminarily allocated to goodwill. The goodwill recognized as part of this acquisition is primarily related to synergistic value created from the opportunity for additional expansion as well as our ability to market and distribute Costa in ready-to-drink form throughout our bottling system. It also includes certain other intangible assets that do not qualify for separate recognition, such as an assembled workforce. The goodwill is not tax deductible and has been assigned to the Global Ventures operating segment. The preliminary allocation of the purchase price is subject to refinement when valuations are finalized. As of March 29, 2019, the valuations that have not been finalized primarily relate to intangible assets, operating lease ROU assets and operating lease liabilities and certain fixed assets. The final purchase price allocation will be completed as soon as possible, but no later than the first quarter of 2020.

### *CHI Limited*

In January 2019, the Company acquired the remaining 60 percent interest in CHI in exchange for \$260 million of cash, net of cash acquired, under the terms of the agreement for our original investment in CHI. Upon consolidation, we recognized a net charge of \$121 million, which included the remeasurement of our previously held equity interest in CHI to fair value and the reversal of the related cumulative translation adjustments. The fair value of our previously held equity investment was determined using a discounted cash flow model based on Level 3 inputs. The net charge was recorded in the line item other income (loss) — net in our condensed consolidated statement of income.

### ***Divestitures***

During the three months ended March 29, 2019, proceeds from disposals of businesses, equity method investments and nonmarketable securities totaled \$261 million, which primarily related to the sale of a portion of our equity method investment in Embotelladora Andina S.A. ("Andina"). We recognized a gain of \$39 million as a result of the sale, which was recorded in the line item other income (loss) — net in our condensed consolidated statement of income. We continue to account for our remaining interest in Andina as an equity method investment as a result of our representation on Andina's Board of Directors and other governance rights.

During the three months ended March 30, 2018, proceeds from disposals of businesses, equity method investments and nonmarketable securities totaled \$3 million, which related to the proceeds from the refranchising of our U.S. Virgin Islands bottling territories.

#### ***North America Refranchising — United States***

In conjunction with implementing a new beverage partnership model in North America, in 2018 the Company completed the refranchising of all of our bottling territories in the United States that were previously managed by Coca-Cola Refreshments ("CCR") to certain of our unconsolidated bottling partners. We recognized net charges of \$4 million and \$2 million during the three months ended March 29, 2019 and March 30, 2018, respectively. These net charges were included in the line item other income (loss) — net in our condensed consolidated statements of income, and were primarily related to post-closing adjustments as contemplated by the related agreements.

During the three months ended March 29, 2019 and March 30, 2018, the Company recorded charges of \$4 million and \$19 million, respectively, primarily related to payments made to certain of our unconsolidated bottling partners in order to convert the bottling agreements for their legacy territories and any previously refranchised territories to a single form of comprehensive beverage agreement ("CBA") with additional requirements. The additional requirements generally include a binding national governance model, mandatory incidence pricing and additional core performance requirements, among other things. As a result of these conversions, the legacy territories and any previously refranchised territories for each of the related bottling partners will be governed under similar CBAs, which will provide consistency across each such bottler's respective territory, as well as consistency with other U.S. bottlers that have been granted or converted to this form of CBA. The charges related to these payments were included in the line item other income (loss) — net in our condensed consolidated statements of income.

Refer to Note 17 for the impact these items had on our operating segments and Corporate.

### ***Discontinued Operations***

We present the financial position and results of operations of Coca-Cola Beverages Africa Proprietary Limited ("CCBA") as discontinued operations in the accompanying condensed consolidated financial statements because CCBA met the criteria to be classified as held for sale upon acquisition. Since CCBA met the criteria to be classified as held for sale, we were required to record their assets and liabilities at the lower of carrying value or fair value less any costs to sell and present the related assets and liabilities as separate line items in our condensed consolidated balance sheets. We anticipate that we will divest a portion of our ownership interest in 2019, which will result in the Company no longer having a controlling interest in CCBA.

The following table presents information related to the major classes of assets and liabilities of CCBA that were classified as held for sale — discontinued operations in our condensed consolidated balance sheets (in millions):

|   | March 29, 2019      | December 31, 2018 |
|---|---------------------|-------------------|
| Cash, cash equivalents and short-term investments   | \$ 203              | \$ 151            |
| Trade accounts receivable, less allowances          | 257                 | 289               |
| Inventories   | 283                 | 305               |
| Prepaid expenses and other assets                   | 103                 | 97                |
| Equity method investments                           | 5                   | 5                 |
| Other assets  | 26 <sup>1</sup>     | 15                |
| Property, plant and equipment — net                 | 1,626               | 1,587             |
| Goodwill  | 3,875               | 3,847             |
| Other intangible assets                             | 790                 | 796               |
| Allowance for reduction of assets held for sale     | (541)               | (546)             |
| Assets held for sale — discontinued operations      | \$ 6,627            | \$ 6,546          |
| Accounts payable and accrued expenses               | \$ 530 <sup>2</sup> | \$ 602            |
| Loans and notes payable                             | 784                 | 641               |
| Current maturities of long-term debt                | 6                   | 6                 |
| Accrued income taxes                                | 54                  | 32                |
| Long-term debt                                      | 9                   | 12                |
| Other liabilities                                   | 13 <sup>3</sup>     | 8                 |
| Deferred income taxes                               | 439                 | 421               |
| Liabilities held for sale — discontinued operations | \$ 1,835            | \$ 1,722          |

<sup>1</sup> Includes \$10 million of operating lease ROU assets as a result of our adoption of ASC 842.

<sup>2</sup> Includes \$4 million of the current portion of operating lease liabilities as a result of our adoption of ASC 842.

<sup>3</sup> Includes \$6 million of the noncurrent portion of operating lease liabilities as a result of our adoption of ASC 842.

### NOTE 3: REVENUE RECOGNITION

Our Company markets, manufactures and sells:

- beverage concentrates, sometimes referred to as "beverage bases," and syrups, including fountain syrups (we refer to this part of our business as our "concentrate business" or "concentrate operations"); and
- finished sparkling soft drinks and other nonalcoholic beverages (we refer to this part of our business as our "finished product business" or "finished product operations").

Generally, finished product operations generate higher net operating revenues but lower gross profit margins than concentrate operations.

In our domestic and international concentrate operations, we typically generate net operating revenues by selling concentrates, syrups and certain finished beverages to authorized bottling operations (which we typically refer to as our "bottlers" or our "bottling partners"). Our bottling partners either combine the concentrates with sweeteners (depending on the product), still water and/or sparkling water, or combine the syrups with sparkling water to produce finished beverages. The finished beverages are packaged in authorized containers, such as cans and refillable and nonrefillable glass and plastic bottles, bearing our trademarks or trademarks licensed to us and are then sold to retailers directly or, in some cases, through wholesalers or other bottlers. In addition, outside the United States, our bottling partners are typically authorized to manufacture fountain syrups, using our concentrate, which they sell to fountain retailers for use in producing beverages for immediate consumption, or to authorized fountain wholesalers who in turn sell and distribute the fountain syrups to fountain retailers. Our concentrate operations are included in our geographic operating segments.

Our finished product operations generate net operating revenues by selling sparkling soft drinks and a variety of other finished nonalcoholic beverages, such as water, enhanced water and sports drinks; juice, dairy and plant-based beverages; tea and coffee; and energy drinks, to retailers or to distributors and wholesalers who distribute them to retailers or Company-owned Costa retail outlets. These operations consist primarily of Company-owned or -controlled bottling, sales and distribution operations, which are included in our Bottling Investments operating segment. In certain markets, the Company also operates non-bottling finished product operations in which we sell finished beverages to distributors and wholesalers that are generally not one of the Company's bottling partners. These operations are generally included in one of our geographic operating

segments or our Global Ventures operating segment. In the United States, we manufacture fountain syrups and sell them to fountain retailers, who use the fountain syrups to produce beverages for immediate consumption, or to authorized fountain wholesalers or bottling partners who resell the fountain syrups to fountain retailers. These fountain syrup sales are included in our North America operating segment. Generally, finished product operations produce higher net operating revenues but lower gross profit margins compared to concentrate operations.

We adopted ASC 606 effective January 1, 2018, using the modified retrospective method. We have applied this standard to all contracts at the effective date and contracts entered into thereafter. Revenue is recognized when performance obligations under the terms of the contracts with our customers are satisfied. Our performance obligation generally consists of the promise to sell concentrates or finished products to our bottling partners, wholesalers, distributors or retailers. Control of the concentrates or finished products is transferred upon shipment to, or receipt at, our customers' locations, as determined by the specific terms of the contract. Once control is transferred to the customer, we have completed our performance obligation, and revenue is recognized. Our sales terms generally do not allow for a right of return except for matters related to any manufacturing defects on our part. After completion of our performance obligation, we have an unconditional right to consideration as outlined in the contract. Our receivables will generally be collected in less than six months, in accordance with the underlying payment terms. All of our performance obligations under the terms of contracts with our customers have an original duration of one year or less.

Our customers and bottling partners may be entitled to cash discounts, funds for promotional and marketing activities, volume-based incentive programs, support for infrastructure programs and other similar programs. In some markets, in an effort to allow our Company and our bottling partners to grow together through shared value, aligned financial objectives and the flexibility necessary to meet consumers' always changing needs and tastes, we work with our bottling partners to develop and implement an incidence-based concentrate pricing model. Under this model, the price we charge bottlers for concentrate they use to prepare and package finished products is impacted by a number of factors, including, but not limited to, the prices charged by the bottlers for such finished products, the channels in which they are sold and package mix. The amounts associated with the arrangements described above are defined as variable consideration under ASC 606 and an estimate of which is included in the transaction price as a component of net operating revenues in our consolidated statement of income upon completion of our performance obligations. The total revenue recorded, including any variable consideration, cannot exceed the amount for which it is probable that a significant reversal will not occur when uncertainties related to variability are resolved. As a result, we are recognizing revenue based on our faithful depiction of the consideration that we expect to receive. In making our estimates of variable consideration, we consider past results and make significant assumptions related to: (1) customer sales volumes; (2) customer ending inventories; (3) customer selling price per unit; (4) selling channels; and (5) discount rates, rebates and other pricing allowances, as applicable. In gathering data to estimate our variable consideration, we generally calculate our estimates using a portfolio approach at the country and product line level rather than at the individual contract level. The result of making these estimates will impact the line items trade accounts receivable and accounts payable and accrued expenses in our consolidated balance sheet. The actual amounts ultimately paid and/or received may be different from our estimates. The change in the amount of variable consideration recognized during the three months ended March 29, 2019 related to performance obligations satisfied in prior periods was immaterial.

The following table presents net operating revenues disaggregated between the United States and International and further by line of business (in millions):

|  | United States | International | Total    |
|--|---------------|---------------|----------|
| <b>Three Months Ended March 29, 2019</b> |               |               |          |
| Concentrate operations                   | \$ 1,186      | \$ 3,724      | \$ 4,910 |
| Finished product operations              | 1,460         | 1,650         | 3,110    |
| Total                                    | \$ 2,646      | \$ 5,374      | \$ 8,020 |
| <b>Three Months Ended March 30, 2018</b> |               |               |          |
| Concentrate operations                   | \$ 1,116      | \$ 3,779      | \$ 4,895 |
| Finished product operations              | 1,472         | 1,259         | 2,731    |
| Total                                    | \$ 2,588      | \$ 5,038      | \$ 7,626 |

Refer to Note 17 for additional revenue disclosures by operating segment and Corporate.

#### NOTE 4: INVESTMENTS

We measure all equity investments that do not result in consolidation and are not accounted for under the equity method at fair value and recognize any changes in earnings. We use quoted market prices to determine the fair value of equity securities with readily determinable fair values. For equity securities without readily determinable fair values, we have elected the measurement alternative under which we measure these investments at cost minus impairment, if any, plus or minus changes

resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Management assesses each of these investments on an individual basis.

Our investments in debt securities are classified as trading, available-for-sale or held-to-maturity and carried at either amortized cost or fair value. The cost basis is determined by the specific identification method. Investments in debt securities that the Company has the positive intent and ability to hold to maturity are carried at amortized cost and classified as held-to-maturity. Investments in debt securities that are not classified as held-to-maturity are carried at fair value and classified as either trading or available-for-sale. Realized and unrealized gains and losses on debt securities classified as trading securities are included in net income. For debt securities classified as available-for-sale, realized gains and losses are included in net income. Unrealized gains and losses, net of tax, on available-for-sale debt securities are recognized in AOCI, except for the change in fair value attributable to the currency risk being hedged, if applicable, which is included in net income. Refer to Note 6 for additional information related to the Company's fair value hedges of available-for-sale debt securities.

Equity securities with readily determinable fair values that are not accounted for under the equity method and debt securities classified as trading are not assessed for impairment, since they are carried at fair value with the change in fair value included in net income. Equity method investments, equity securities without readily determinable fair values and debt securities classified as available-for-sale or held-to-maturity are reviewed each reporting period to determine whether a significant event or change in circumstances has occurred that may have an adverse effect on the fair value of each investment. When such events or changes occur, we evaluate the fair value compared to our cost basis in the investment. We also perform this evaluation every reporting period for each investment for which our cost basis has exceeded the fair value. The fair values of most of our Company's investments in publicly traded companies are often readily available based on quoted market prices. For investments in nonpublicly traded companies, management's assessment of fair value is based on valuation methodologies including discounted cash flows, estimates of sales proceeds and appraisals, as appropriate. We consider the assumptions that we believe hypothetical marketplace participants would use in evaluating estimated future cash flows when employing the discounted cash flow or estimates of sales proceeds valuation methodologies. The ability to accurately predict future cash flows, especially in emerging and developing markets, may impact the determination of fair value. In the event the fair value of an investment declines below our cost basis, management is required to determine if the decline in fair value is other than temporary. If management determines the decline is other than temporary, an impairment charge is recorded. Management's assessment as to the nature of a decline in fair value is based on, among other things, the length of time and the extent to which the market value has been less than our cost basis; the financial condition and near-term prospects of the issuer; and our intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in market value.

### Equity Securities

The carrying values of our equity securities were included in the following line items in our condensed consolidated balance sheets (in millions):

|                                | Fair Value with<br>Changes Recognized in<br>Income | Measurement Alternative<br>— No Readily<br>Determinable Fair Value |
|--------------------------------|--|--|
| <b>March 29, 2019</b>          |  |  |
| Marketable securities          | \$ 302   | \$ —   |
| Other investments              | 835  | 80   |
| Other assets                   | 965  | —  |
| <b>Total equity securities</b> | <b>\$ 2,102</b>                                    | <b>\$ 80</b>   |
| December 31, 2018              |  |  |
| Marketable securities          | \$ 278   | \$ —   |
| Other investments              | 787  | 80   |
| Other assets                   | 869  | —  |
| <b>Total equity securities</b> | <b>\$ 1,934</b>                                    | <b>\$ 80</b>   |

The calculation of net unrealized gains and losses recognized during the period related to equity securities still held at the end of the period is as follows (in millions):

|   | Three Months Ended |                |
|---|--------------------|----------------|
|   | March 29, 2019     | March 30, 2018 |
| Net gains (losses) recognized during the period related to equity securities  | \$ 147             | \$ (79)        |
| Less: Net gains (losses) recognized during the period related to equity securities sold during the period                   | 7                  | 3              |
| Net unrealized gains (losses) recognized during the period related to equity securities still held at the end of the period | \$ 140             | \$ (82)        |

#### Debt Securities

Our debt securities consisted of the following (in millions):

|                               | Cost     | Gross Unrealized |         | Estimated Fair Value |
|-------------------------------|----------|------------------|---------|----------------------|
|                               |          | Gains            | Losses  |                      |
| <b>March 29, 2019</b>         |          |                  |         |                      |
| Trading securities            | \$ 42    | \$ —             | \$ —    | \$ 42                |
| Available-for-sale securities | 4,631    | 128              | (14)    | 4,745                |
| Total debt securities         | \$ 4,673 | \$ 128           | \$ (14) | \$ 4,787             |
| <b>December 31, 2018</b>      |          |                  |         |                      |
| Trading securities            | \$ 45    | \$ —             | \$ (1)  | \$ 44                |
| Available-for-sale securities | 4,901    | 119              | (27)    | 4,993                |
| Total debt securities         | \$ 4,946 | \$ 119           | \$ (28) | \$ 5,037             |

The fair values of our debt securities were included in the following line items in our condensed consolidated balance sheets (in millions):

|                           | March 29, 2019     |                               | December 31, 2018  |                               |
|---------------------------|--------------------|-------------------------------|--------------------|-------------------------------|
|                           | Trading Securities | Available-for-Sale Securities | Trading Securities | Available-for-Sale Securities |
| Cash and cash equivalents | \$ —               | \$ 7                          | \$ —               | \$ —                          |
| Marketable securities     | 42                 | 4,421                         | 44                 | 4,691                         |
| Other assets              | —                  | 317                           | —                  | 302                           |
| Total debt securities     | \$ 42              | \$ 4,745                      | \$ 44              | \$ 4,993                      |

The contractual maturities of these available-for-sale debt securities as of March 29, 2019 were as follows (in millions):

|                                | Estimated Fair Value |                      |
|--------------------------------|----------------------|----------------------|
|                                | Cost                 | Estimated Fair Value |
| Within 1 year                  | \$ 925               | \$ 921               |
| After 1 year through 5 years   | 3,383                | 3,474                |
| After 5 years through 10 years | 101                  | 121                  |
| After 10 years                 | 222                  | 229                  |
| Total                          | \$ 4,631             | \$ 4,745             |

The Company expects that actual maturities may differ from the contractual maturities above because borrowers have the right to call or prepay certain obligations.



The sale and/or maturity of available-for-sale debt securities resulted in the following realized activity (in millions):

|              | Three Months Ended |                |
|--------------|--------------------|----------------|
|              | March 29, 2019     | March 30, 2018 |
| Gross gains  | \$ 5               | \$ —           |
| Gross losses | (3)                | (5)            |
| Proceeds     | 722                | 3,087          |

#### *Captive Insurance Companies*

In accordance with local insurance regulations, our captive insurance companies are required to meet and maintain minimum solvency capital requirements. The Company elected to invest a majority of its solvency capital in a portfolio of marketable equity and debt securities. These securities are included in the disclosures above. The Company uses one of its consolidated captive insurance companies to reinsure group annuity insurance contracts that cover the pension obligations of certain of our European and Canadian pension plans. This captive's solvency capital funds included equity and debt securities of \$1,158 million as of March 29, 2019 and \$1,056 million as of December 31, 2018, which are classified in the line item other assets in our condensed consolidated balance sheets because the assets are not available to satisfy our current obligations.

#### **NOTE 5: INVENTORIES**

Inventories consist primarily of raw materials and packaging (which include ingredients and supplies) and finished goods (which include concentrates and syrups in our concentrate operations and finished beverages in our finished product operations). Inventories are valued at the lower of cost or net realizable value. We determine cost on the basis of the average cost or first-in, first-out methods. Inventories consisted of the following (in millions):

|                             | March 29,<br>2019 | December 31,<br>2018 |
|-----------------------------|-------------------|----------------------|
| Raw materials and packaging | \$ 2,050          | \$ 1,862             |
| Finished goods              | 852               | 692                  |
| Other                       | 276               | 212                  |
| Total inventories           | \$ 3,178          | \$ 2,766             |

#### **NOTE 6: HEDGING TRANSACTIONS AND DERIVATIVE FINANCIAL INSTRUMENTS**

The Company is directly and indirectly affected by changes in certain market conditions. These changes in market conditions may adversely impact the Company's financial performance and are referred to as "market risks." When deemed appropriate, our Company uses derivatives as a risk management tool to mitigate the potential impact of certain market risks. The primary market risks managed by the Company through the use of derivative and non-derivative financial instruments are foreign currency exchange rate risk, commodity price risk and interest rate risk.

The Company uses various types of derivative instruments including, but not limited to, forward contracts, commodity futures contracts, option contracts, collars and swaps. Forward contracts and commodity futures contracts are agreements to buy or sell a quantity of a currency or commodity at a predetermined future date and at a predetermined rate or price. An option contract is an agreement that conveys the purchaser the right, but not the obligation, to buy or sell a quantity of a currency or commodity at a predetermined rate or price during a period or at a time in the future. A collar is a strategy that uses a combination of options to limit the range of possible positive or negative returns on an underlying asset or liability to a specific range, or to protect expected future cash flows. To do this, an investor simultaneously buys a put option and sells (writes) a call option, or alternatively buys a call option and sells (writes) a put option. A swap agreement is a contract between two parties to exchange cash flows based on specified underlying notional amounts, assets and/or indices. We do not enter into derivative financial instruments for trading purposes. The Company may also designate certain non-derivative instruments, such as our foreign-denominated third-party debt, in hedging relationships.

All derivative instruments are carried at fair value in our condensed consolidated balance sheet, primarily in the following line items, as applicable: prepaid expenses and other assets; other assets; accounts payable and accrued expenses; and other liabilities. The carrying values of the derivatives reflect the impact of legally enforceable master netting agreements and cash collateral held or placed with the same counterparties, as applicable. These master netting agreements allow the Company to net settle positive and negative positions (assets and liabilities) arising from different transactions with the same counterparty.

The accounting for gains and losses that result from changes in the fair values of derivative instruments depends on whether the derivatives have been designated and qualify as hedging instruments and the type of hedging relationships. Derivatives can be designated as fair value hedges, cash flow hedges or hedges of net investments in foreign operations. The changes in the fair

values of derivatives that have been designated and qualify for fair value hedge accounting are recorded in the same line item in our condensed consolidated statement of income as the changes in the fair values of the hedged items attributable to the risk being hedged. The changes in the fair values of derivatives that have been designated and qualify as cash flow hedges or hedges of net investments in foreign operations are recorded in AOCI and are reclassified into the line item in our condensed consolidated statement of income in which the hedged items are recorded in the same period the hedged items affect earnings. Due to the high degree of effectiveness between the hedging instruments and the underlying exposures being hedged, fluctuations in the values of the derivative instruments are generally offset by changes in the fair values or cash flows of the underlying exposures being hedged. The changes in the fair values of derivatives that were not designated and/or did not qualify as hedging instruments are immediately recognized into earnings.

For derivatives that will be accounted for as hedging instruments, the Company formally designates and documents, at inception, the financial instrument as a hedge of a specific underlying exposure, the risk management objective and the strategy for undertaking the hedge transaction. In addition, the Company formally assesses, both at the inception and at least quarterly thereafter, whether the financial instruments used in hedging transactions are effective at offsetting changes in either the fair values or cash flows of the related underlying exposures.

The Company determines the fair values of its derivatives based on quoted market prices or pricing models using current market rates. Refer to Note 16. The notional amounts of the derivative financial instruments do not necessarily represent amounts exchanged by the parties and, therefore, are not a direct measure of our exposure to the financial risks described above. The amounts exchanged are calculated by reference to the notional amounts and by other terms of the derivatives, such as interest rates, foreign currency exchange rates, commodity rates or other financial indices. The Company does not view the fair values of its derivatives in isolation but rather in relation to the fair values or cash flows of the underlying hedged transactions or other exposures. Virtually all of our derivatives are straightforward over-the-counter instruments with liquid markets.

On January 1, 2019, we adopted ASU 2017-12. For highly effective cash flow hedges, this ASU requires the entire change in fair value of the hedging instrument included in the assessment of hedge effectiveness to be recorded in other comprehensive income. No components of the Company's hedging instruments were excluded from the assessment of hedge effectiveness. To reflect the adoption of the new hedging standard on our cash flow hedging relationships at January 1, 2019, we recorded a \$6 million increase, net of taxes, to the opening balance of reinvested earnings and a corresponding decrease to AOCI. For fair value hedges of interest rate risk, this ASU allows entities to elect to use the benchmark interest rate component of the contractual coupon cash flows to calculate the change in fair value of the hedged item attributable to changes in the benchmark interest rate. As a result of applying the new hedging standard to our fair value hedges on January 1, 2019, we recorded a \$24 million increase to our hedged long-term debt balances, with a corresponding decrease to the opening balance of reinvested earnings of \$18 million, net of taxes.

The following table presents the fair values of the Company's derivative instruments that were designated and qualified as part of a hedging relationship (in millions):

| Derivatives Designated as Hedging Instruments | Balance Sheet Location <sup>1</sup>   | Fair Value <sup>1,2</sup> |                   |
|---|---------------------------------------|---------------------------|-------------------|
|   |                                       | March 29, 2019            | December 31, 2018 |
| <b>Assets:</b>                                |                                       |                           |                   |
| Foreign currency contracts                    | Prepaid expenses and other assets     | \$ 53                     | \$ 43             |
| Foreign currency contracts                    | Other assets                          | 113                       | 114               |
| Interest rate contracts                       | Other assets                          | 287                       | 88                |
| <b>Total assets</b>                           |                                       | <b>\$ 453</b>             | <b>\$ 245</b>     |
| <b>Liabilities:</b>                           |                                       |                           |                   |
| Foreign currency contracts                    | Accounts payable and accrued expenses | \$ 28                     | \$ 19             |
| Foreign currency contracts                    | Other liabilities                     | 30                        | 15                |
| Commodity contracts                           | Accounts payable and accrued expenses | 1                         | 1                 |
| Interest rate contracts                       | Other liabilities                     | 28                        | 40                |
| <b>Total liabilities</b>                      |                                       | <b>\$ 87</b>              | <b>\$ 75</b>      |

<sup>1</sup> All of the Company's derivative instruments are carried at fair value in our condensed consolidated balance sheets after considering the impact of legally enforceable master netting agreements and cash collateral held or placed with the same counterparties, as applicable. Current disclosure requirements mandate that derivatives must also be disclosed without reflecting the impact of master netting agreements and cash collateral. Refer to Note 16 for the net presentation of the Company's derivative instruments.

<sup>2</sup> Refer to Note 16 for additional information related to the estimated fair value.

The following table presents the fair values of the Company's derivative instruments that were not designated as hedging instruments (in millions):

| Derivatives Not Designated as Hedging Instruments | Balance Sheet Location <sup>1</sup>                 | Fair Value <sup>1,2</sup> |                   |
|---|---|---------------------------|-------------------|
|   |   | March 29, 2019            | December 31, 2018 |
| <b>Assets:</b>                                    |   |                           |                   |
| Foreign currency contracts                        | Prepaid expenses and other assets                   | \$ 23                     | \$ 61             |
| Foreign currency contracts                        | Assets held for sale — discontinued operations      | 2                         | —                 |
| Commodity contracts                               | Prepaid expenses and other assets                   | 1                         | 2                 |
| Commodity contracts                               | Other assets  | 4                         | —                 |
| Other derivative instruments                      | Prepaid expenses and other assets                   | 10                        | 7                 |
| Total assets                                      |   | \$ 40                     | \$ 70             |
| <b>Liabilities:</b>                               |   |                           |                   |
| Foreign currency contracts                        | Accounts payable and accrued expenses               | \$ 17                     | \$ 99             |
| Foreign currency contracts                        | Other liabilities                                   | 2                         | —                 |
| Foreign currency contracts                        | Liabilities held for sale — discontinued operations | —                         | 2                 |
| Commodity contracts                               | Accounts payable and accrued expenses               | 20                        | 37                |
| Commodity contracts                               | Other liabilities                                   | 3                         | 8                 |
| Commodity contracts                               | Liabilities held for sale — discontinued operations | —                         | 1                 |
| Other derivative instruments                      | Accounts payable and accrued expenses               | —                         | 13                |
| Total liabilities                                 |   | \$ 42                     | \$ 160            |

<sup>1</sup> All of the Company's derivative instruments are carried at fair value in our condensed consolidated balance sheets after considering the impact of legally enforceable master netting agreements and cash collateral held or placed with the same counterparties, as applicable. Current disclosure requirements mandate that derivatives must also be disclosed without reflecting the impact of master netting agreements and cash collateral. Refer to Note 16 for the net presentation of the Company's derivative instruments.

<sup>2</sup> Refer to Note 16 for additional information related to the estimated fair value.

#### ***Credit Risk Associated with Derivatives***

We have established strict counterparty credit guidelines and enter into transactions only with financial institutions of investment grade or better. We monitor counterparty exposures regularly and review any downgrade in credit rating immediately. If a downgrade in the credit rating of a counterparty were to occur, we have provisions requiring collateral for substantially all of our transactions. To mitigate presettlement risk, minimum credit standards become more stringent as the duration of the derivative financial instrument increases. In addition, the Company's master netting agreements reduce credit risk by permitting the Company to net settle for transactions with the same counterparty. To minimize the concentration of credit risk, we enter into derivative transactions with a portfolio of financial institutions. Based on these factors, we consider the risk of counterparty default to be minimal.

#### ***Cash Flow Hedging Strategy***

The Company uses cash flow hedges to minimize the variability in cash flows of assets or liabilities or forecasted transactions caused by fluctuations in foreign currency exchange rates, commodity prices or interest rates. The changes in the fair values of derivatives designated as cash flow hedges are recorded in AOCI and are reclassified into the line item in our condensed consolidated statement of income in which the hedged items are recorded in the same period the hedged items affect earnings. The changes in fair values of hedges that are determined to be ineffective are immediately reclassified from AOCI into earnings. The maximum length of time for which the Company hedges its exposure to future cash flows is typically three years.

The Company maintains a foreign currency cash flow hedging program to reduce the risk that our eventual U.S. dollar net cash inflows from sales outside the United States and U.S. dollar net cash outflows from procurement activities will be adversely affected by fluctuations in foreign currency exchange rates. We enter into forward contracts and purchase foreign currency options (principally euros and Japanese yen) and collars to hedge certain portions of forecasted cash flows denominated in foreign currencies. When the U.S. dollar strengthens against the foreign currencies, the decline in the present value of future foreign currency cash flows is partially offset by gains in the fair value of the derivative instruments. Conversely, when the U.S. dollar weakens, the increase in the present value of future foreign currency cash flows is partially offset by losses in the fair value of the derivative instruments. The total notional values of derivatives that were designated and qualify for the Company's foreign currency cash flow hedging program were \$4,657 million and \$3,175 million as of March 29, 2019 and December 31, 2018, respectively.

The Company uses cross-currency swaps to hedge the changes in cash flows of certain of its foreign currency denominated debt and other monetary assets or liabilities due to changes in foreign currency exchange rates. For this hedging program, the Company records the change in carrying value of these foreign currency denominated assets and liabilities due to changes in

exchange rates into earnings each period. The changes in fair value of the cross-currency swap derivatives are recorded in AOCI with an immediate reclassification into earnings for the change in fair value attributable to fluctuations in foreign currency exchange rates. The total notional values of derivatives that have been designated as cash flow hedges for the Company's foreign currency denominated assets and liabilities were \$3,028 million as of March 29, 2019 and December 31, 2018.

The Company has entered into commodity futures contracts and other derivative instruments on various commodities to mitigate the price risk associated with forecasted purchases of materials used in our manufacturing process. These derivative instruments have been designated and qualify as part of the Company's commodity cash flow hedging program. The objective of this hedging program is to reduce the variability of cash flows associated with future purchases of certain commodities. The total notional values of derivatives that have been designated and qualify for this program were \$8 million and \$9 million as of March 29, 2019 and December 31, 2018, respectively.

Our Company monitors our mix of short-term debt and long-term debt regularly. From time to time, we manage our risk to interest rate fluctuations through the use of derivative financial instruments. The Company has entered into interest rate swap agreements and has designated these instruments as part of the Company's interest rate cash flow hedging program. The objective of this hedging program is to mitigate the risk of adverse changes in benchmark interest rates on the Company's future interest payments. During the three months ended March 30, 2018, we discontinued the cash flow hedge relationship related to these swaps. We reclassified a loss of \$8 million into earnings as a result of the discontinuance. As of March 29, 2019 and December 31, 2018, we did not have any interest rate swaps designated as a cash flow hedge.

The following table presents the pretax impact that changes in the fair values of derivatives designated as cash flow hedges had on other comprehensive income ("OCI"), AOCI and earnings (in millions):

|  | Gain (Loss)<br>Recognized<br>in OCI | Location of Gain (Loss)<br>Recognized in Income <sup>1</sup> | Gain (Loss)<br>Reclassified from<br>AOCI into Income<br>(Effective Portion) <sup>2</sup> | Gain (Loss) Recognized in<br>Income (Ineffective Portion and<br>Amount Excluded from<br>Effectiveness Testing) <sup>3</sup> |
|--|-------------------------------------|--|--|---|
| <b>Three Months Ended March 29, 2019</b> |                                     |  |  |   |
| Foreign currency contracts               | \$ (2)                              | Net operating revenues                                       | \$ 6   | \$ —  |
| Foreign currency contracts               | 1                                   | Cost of goods sold   | 4  | —   |
| Foreign currency contracts               | —                                   | Interest expense   | (2)  | —   |
| Foreign currency contracts               | (22)                                | Other income (loss) — net                                    | (50)   | —   |
| Interest rate contracts                  | —                                   | Interest expense   | (10)   | —   |
| <b>Total</b>                             | <b>\$ (23)</b>                      |  | <b>\$ (52)</b>   | <b>\$ —</b>   |
| <b>Three Months Ended March 30, 2018</b> |                                     |  |  |   |
| Foreign currency contracts               | \$ (57)                             | Net operating revenues                                       | \$ 15  | \$ — <sup>3</sup>   |
| Foreign currency contracts               | (4)                                 | Cost of goods sold   | (1)  | — <sup>3</sup>  |
| Foreign currency contracts               | —                                   | Interest expense   | (2)  | —   |
| Foreign currency contracts               | 105                                 | Other income (loss) — net                                    | 67   | 5   |
| Foreign currency contracts               | —                                   | Income from discontinued operations                          | —  | (3)   |
| Interest rate contracts                  | 22                                  | Interest expense   | (10)   | (8)   |
| Commodity contracts                      | —                                   | Income from discontinued operations                          | —  | (5)   |
| <b>Total</b>                             | <b>\$ 66</b>                        |  | <b>\$ 69</b>   | <b>\$ (11)</b>  |

<sup>1</sup> The Company records gains and losses reclassified from AOCI into income for the effective portion and the ineffective portion, if any, to the same line items in our condensed consolidated statement of income.

<sup>2</sup> Effective January 1, 2019, ASU 2017-12 eliminated the requirement to separately measure and report hedge ineffectiveness for cash flow hedges. No components of the Company's hedging instruments were excluded from the assessment of hedge effectiveness.

<sup>3</sup> Includes a de minimis amount of ineffectiveness in the hedging relationship.

As of March 29, 2019, the Company estimates that it will reclassify into earnings during the next 12 months net losses of \$36 million from the pretax amount recorded in AOCI as the anticipated cash flows occur.

#### **Fair Value Hedging Strategy**

The Company uses interest rate swap agreements designated as fair value hedges to minimize exposure to changes in the fair value of fixed-rate debt that results from fluctuations in benchmark interest rates. The Company also uses cross-currency interest rate swaps to hedge the changes in the fair value of foreign currency denominated debt relating to changes in foreign currency exchange rates and benchmark interest rates. The changes in fair values of derivatives designated as fair value hedges and the offsetting changes in fair values of the hedged items are recognized in earnings. The ineffective portions of these hedges are immediately recognized in earnings. When a derivative is no longer designated as a fair value hedge for any reason, including termination and maturity, the remaining unamortized difference between the carrying value of the hedged item at that time and the face value of the hedged item is amortized to earnings over the remaining life of the hedged item, or immediately if the hedged item has matured. The total notional values of derivatives related to our fair value hedges of this type were \$12,832 million and \$8,023 million as of March 29, 2019 and December 31, 2018, respectively.

The Company also uses fair value hedges to minimize exposure to changes in the fair value of certain available-for-sale securities from fluctuations in foreign currency exchange rates. The changes in fair values of derivatives designated as fair value hedges and the offsetting changes in fair values of the hedged items due to changes in foreign currency exchange rates are recognized in earnings. As a result, any difference is reflected in earnings as ineffectiveness. As of March 29, 2019 and December 31, 2018, we did not have any fair value hedges of this type.

The following table summarizes the pretax impact that changes in the fair values of derivatives designated as fair value hedges had on earnings (in millions):

| Hedging Instruments and Hedged Items         | Location of Gain (Loss)<br>Recognized in Income | Gain (Loss)<br>Recognized in Income |                   |
|--|---|-------------------------------------|-------------------|
|  |   | Three Months Ended                  |                   |
|  |   | March 29,<br>2019                   | March 30,<br>2018 |
| Interest rate contracts                      | Interest expense                                | \$ 212                              | \$ (16)           |
| Fixed-rate debt                              | Interest expense                                | (210)                               | 14                |
| Net impact to interest expense               |   | \$ 2                                | \$ (2)            |
| Foreign currency contracts                   | Other income (loss) — net                       | \$ —                                | \$ (6)            |
| Available-for-sale securities                | Other income (loss) — net                       | —                                   | 6                 |
| Net impact to other income (loss) — net      |   | \$ —                                | \$ —              |
| Net impact of fair value hedging instruments |   | \$ 2                                | \$ (2)            |

The following table summarizes the amounts recorded in the condensed consolidated balance sheets related to hedged items in fair value hedging relationships (in millions):

|  | Carrying Value of the Hedged Item |                      | Cumulative Amount of Fair Value<br>Hedging Adjustments Included in the<br>Carrying Value of the Hedged Item <sup>1</sup> |                      |
|--|-----------------------------------|----------------------|--|----------------------|
|  | March 29,<br>2019                 | December 31,<br>2018 | March 29,<br>2019  | December 31,<br>2018 |
|  | Long-term debt                    | \$ 12,937            | \$ 8,043   | \$ 298               |

<sup>1</sup> Cumulative amount of fair value hedging adjustments does not include changes due to foreign currency exchange rates.

#### Hedges of Net Investments in Foreign Operations Strategy

The Company uses forward contracts and a portion of its foreign currency denominated debt, a non-derivative financial instrument, to protect the value of our net investments in a number of foreign operations. For derivative instruments that are designated and qualify as hedges of net investments in foreign operations, the changes in fair values of the derivative instruments are recognized in net foreign currency translation adjustments, a component of AOCI, to offset the changes in the values of the net investments being hedged. For non-derivative financial instruments that are designated and qualify as hedges of net investments in foreign operations, the change in the carrying value of the designated portion of the non-derivative financial instrument due to changes in foreign currency exchange rates is recorded in net foreign currency translation adjustments. Any ineffective net investment hedges are reclassified from AOCI into earnings during the period of change.

The following table summarizes the notional values and pretax impact of changes in the fair values of instruments designated as net investment hedges (in millions):

|                                   | Notional Amount   |                      | Gain (Loss) Recognized in OCI |                   |
|-----------------------------------|-------------------|----------------------|-------------------------------|-------------------|
|                                   | as of             |                      | Three Months Ended            |                   |
|                                   | March 29,<br>2019 | December 31,<br>2018 | March 29,<br>2019             | March 30,<br>2018 |
| Foreign currency contracts        | \$ 100            | \$ —                 | \$ 22                         | \$ —              |
| Foreign currency denominated debt | 12,348            | 12,494               | 131                           | (411)             |
| Total                             | \$ 12,448         | \$ 12,494            | \$ 153                        | \$ (411)          |

The Company did not reclassify any gains or losses related to net investment hedges from AOCI into earnings during the three months ended March 29, 2019 and March 30, 2018. In addition, the Company did not have any ineffectiveness related to net investment hedges during the three months ended March 29, 2019 and March 30, 2018. The cash inflows and outflows associated with the Company's derivative contracts designated as net investment hedges are classified in the line item other investing activities in our condensed consolidated statement of cash flows.

### *Economic (Nondesignated) Hedging Strategy*

In addition to derivative instruments that are designated and qualify for hedge accounting, the Company also uses certain derivatives as economic hedges of foreign currency, interest rate and commodity exposure. Although these derivatives were not designated and/or did not qualify for hedge accounting, they are effective economic hedges. The changes in the fair value of economic hedges are immediately recognized into earnings.

The Company uses foreign currency economic hedges to offset the earnings impact that fluctuations in foreign currency exchange rates have on certain monetary assets and liabilities denominated in nonfunctional currencies. The changes in fair value of economic hedges used to offset those monetary assets and liabilities are immediately recognized into earnings in the line item other income (loss) — net in our condensed consolidated statement of income. In addition, we use foreign currency economic hedges to minimize the variability in cash flows associated with fluctuations in foreign currency exchange rates, including those related to certain acquisition and divestiture activities. The changes in fair values of economic hedges used to offset the variability in U.S. dollar net cash flows are recognized into earnings in the line items net operating revenues, cost of goods sold or other income (loss) — net in our condensed consolidated statement of income, as applicable. The total notional values of derivatives related to our foreign currency economic hedges were \$6,512 million and \$10,939 million as of March 29, 2019 and December 31, 2018, respectively.

The Company also uses certain derivatives as economic hedges to mitigate the price risk associated with the purchase of materials used in the manufacturing process and for vehicle fuel. The changes in fair values of these economic hedges are immediately recognized into earnings in the line items net operating revenues, cost of goods sold, or selling, general and administrative expenses in our condensed consolidated statement of income, as applicable. The total notional values of derivatives related to our economic hedges of this type were \$450 million and \$373 million as of March 29, 2019 and December 31, 2018, respectively.

The following table presents the pretax impact that changes in the fair values of derivatives not designated as hedging instruments had on earnings (in millions):

| Derivatives Not Designated<br>as Hedging Instruments | Location of Gain (Loss)<br>Recognized in Income | Gain (Loss)<br>Recognized in Income |                   |
|--|---|-------------------------------------|-------------------|
|  |   | Three Months Ended                  |                   |
|  |   | March 29,<br>2019                   | March 30,<br>2018 |
| Foreign currency contracts                           | Net operating revenues                          | \$ (11)                             | \$ (7)            |
| Foreign currency contracts                           | Cost of goods sold                              | (1)                                 | (1)               |
| Foreign currency contracts                           | Other income (loss) — net                       | 21                                  | (43)              |
| Foreign currency contracts                           | Income from discontinued operations             | —                                   | (6)               |
| Interest rate contracts                              | Interest expense                                | —                                   | (2)               |
| Commodity contracts                                  | Cost of goods sold                              | 20                                  | 13                |
| Commodity contracts                                  | Income from discontinued operations             | —                                   | 1                 |
| Other derivative instruments                         | Selling, general and administrative expenses    | 17                                  | (6)               |
| Other derivative instruments                         | Other income (loss) — net                       | 34                                  | (1)               |
| <b>Total</b>   |   | <b>\$ 80</b>                        | <b>\$ (52)</b>    |

### **NOTE 7: DEBT AND BORROWING ARRANGEMENTS**

During the three months ended March 29, 2019, the Company issued euro-denominated debt totaling €3,500 million. The carrying value of this debt as of March 29, 2019 was \$3,906 million. The general terms of the notes issued are as follows:

- €750 million total principal amount of notes due 2021, at a variable interest rate equal to the three-month Euro Interbank Offered Rate ("EURIBOR") plus 0.20 percent;
- €1,000 million total principal amount of notes due 2022, at a fixed interest rate of 0.125 percent;
- €1,000 million total principal amount of notes due 2026, at a fixed interest rate of 0.75 percent;  
and
- €750 million total principal amount of notes due 2031, at a fixed interest rate of 1.25 percent.

During the three months ended March 29, 2019, the Company retired upon maturity €1,500 million total principal amount of notes due March 8, 2019 at a variable interest rate equal to the three-month EURIBOR plus 0.25 percent.

**NOTE 8: LEASES**

We have operating leases primarily for real estate, vehicles, and manufacturing and other equipment.

Balance sheet information related to operating leases is as follows (in millions):

|  | March 29,<br>2019 |
|--|-------------------|
| Operating lease ROU assets <sup>1</sup>                        | \$ 1,242          |
| Current portion of operating lease liabilities <sup>2</sup>    | \$ 251            |
| Noncurrent portion of operating lease liabilities <sup>3</sup> | 1,017             |
| Total operating lease liabilities                              | \$ 1,268          |

<sup>1</sup> Operating lease ROU assets are recorded in the line item other assets in our condensed consolidated balance sheet.

<sup>2</sup> The current portion of operating lease liabilities is recorded in the line item accounts payable and accrued expenses in our condensed consolidated balance sheet.

<sup>3</sup> The noncurrent portion of operating lease liabilities is recorded in the line item other liabilities in our condensed consolidated balance sheet.

We had operating lease costs of approximately \$73 million for the three months ended March 29, 2019. Cash paid for amounts included in the measurement of operating lease liabilities was \$69 million during the three months ended March 29, 2019. Operating lease ROU assets obtained in exchange for operating lease obligations was \$51 million during the three months ended March 29, 2019.

Weighted-average information associated with the measurement of our remaining operating lease obligations is as follows:

|                                       | March 29,<br>2019 |
|---------------------------------------|-------------------|
| Weighted-average remaining lease term | 7 years           |
| Weighted-average discount rate        | 3 %               |

The following table summarizes the maturity of our operating lease liabilities as of March 29, 2019 (in millions):

|                                   |          |
|-----------------------------------|----------|
| 2019                              | \$ 226   |
| 2020                              | 255      |
| 2021                              | 199      |
| 2022                              | 165      |
| 2023                              | 125      |
| Thereafter                        | 378      |
| Total operating lease payments    | 1,348    |
| Less imputed interest             | (80)     |
| Total operating lease liabilities | \$ 1,268 |

Our leases have remaining lease terms of 1 year to 20 years, inclusive of renewal or termination options that we are reasonably certain to exercise.

**NOTE 9: COMMITMENTS AND CONTINGENCIES****Guarantees**

As of March 29, 2019, we were contingently liable for guarantees of indebtedness owed by third parties of \$609 million, of which \$252 million was related to variable interest entities. Our guarantees are primarily related to third-party customers, bottlers, vendors and container manufacturing operations and have arisen through the normal course of business. These guarantees have various terms, and none of these guarantees is individually significant. These amounts represent the maximum potential future payments that we could be required to make under the guarantees; however, we do not consider it probable that we will be required to satisfy these guarantees.

We believe our exposure to concentrations of credit risk is limited due to the diverse geographic areas covered by our operations.



### ***Legal Contingencies***

The Company is involved in various legal proceedings. We establish reserves for specific legal proceedings when we determine that the likelihood of an unfavorable outcome is probable and the amount of loss can be reasonably estimated. Management has also identified certain other legal matters where we believe an unfavorable outcome is reasonably possible and/or for which no estimate of possible losses can be made. Management believes that the total liabilities of the Company that may arise as a result of currently pending legal proceedings will not have a material adverse effect on the Company taken as a whole.

### ***Tax Audits***

The Company is involved in various tax matters, with respect to some of which the outcome is uncertain. We establish reserves to remove some or all of the tax benefit of any of our tax positions at the time we determine that it becomes uncertain based upon one of the following conditions: (1) the tax position is not "more likely than not" to be sustained; (2) the tax position is "more likely than not" to be sustained, but for a lesser amount; or (3) the tax position is "more likely than not" to be sustained, but not in the financial period in which the tax position was originally taken. For purposes of evaluating whether or not a tax position is uncertain, (1) we presume the tax position will be examined by the relevant taxing authority that has full knowledge of all relevant information; (2) the technical merits of a tax position are derived from authorities such as legislation and statutes, legislative intent, regulations, rulings and case law and their applicability to the facts and circumstances of the tax position; and (3) each tax position is evaluated without consideration of the possibility of offset or aggregation with other tax positions taken. A number of years may elapse before a particular uncertain tax position is audited and finally resolved. The number of years subject to tax audits or tax assessments varies depending on the tax jurisdiction. The tax benefit that has been previously reserved because of a failure to meet the "more likely than not" recognition threshold would be recognized in our income tax expense in the first interim period when the uncertainty disappears under any one of the following conditions: (1) the tax position is "more likely than not" to be sustained; (2) the tax position, amount, and/or timing is ultimately settled through negotiation or litigation; or (3) the statute of limitations for the tax position has expired. Refer to Note 15.

On September 17, 2015, the Company received a Statutory Notice of Deficiency ("Notice") from the Internal Revenue Service ("IRS") for the tax years 2007 through 2009, after a five-year audit. In the Notice, the IRS claimed that the Company's United States taxable income should be increased by an amount that creates a potential additional federal income tax liability of approximately \$3.3 billion for the period, plus interest. No penalties were asserted in the Notice. The disputed amounts largely relate to a transfer pricing matter involving the appropriate amount of taxable income the Company should report in the United States in connection with its licensing of intangible property to certain related foreign licensees regarding the manufacturing, distribution, sale, marketing and promotion of products in overseas markets.

During the 2007-2009 audit period, the Company followed the same transfer pricing methodology for these licenses that had consistently been followed since the methodology was agreed with the IRS in a 1996 closing agreement that applied back to 1987. The closing agreement provided prospective penalty protection conditioned on the Company's continued adherence to the prescribed methodology absent change in material facts or circumstances or relevant federal tax law. Although the IRS subsequently asserted, without explanation, that material facts and circumstances and relevant federal tax law had changed, it has not asserted penalties. The Company's compliance with the closing agreement was audited and confirmed by the IRS in five successive audit cycles covering the subsequent 11 years through 2006, with the last audit concluding as recently as 2009.

The Notice represents a repudiation of the methodology previously adopted in the 1996 closing agreement. The IRS designated the matter for litigation on October 15, 2015. To the extent the matter remains designated, the Company will be prevented from pursuing any administrative settlement at IRS Appeals or under the IRS Advance Pricing and Mutual Agreement Program.

The Company firmly believes that the IRS' claims are without merit and is pursuing, and will continue to pursue, all available administrative and judicial remedies necessary to vigorously defend its position. To that end, the Company filed a petition in the U.S. Tax Court on December 14, 2015, and the IRS filed its answer on February 12, 2016. On October 4, 2017, the IRS filed an amended answer to the Company's petition in which it increased its transfer pricing adjustment by \$385 million resulting in an additional tax adjustment of \$135 million.

On June 20, 2017, the Company filed a motion for summary judgment on the portion of the IRS' adjustments related to our licensee in Mexico. On December 14, 2017, the U.S. Tax Court issued a decision on the summary judgment motion in favor of the Company. This decision effectively reduced the IRS' potential tax adjustment by approximately \$138 million.

The U.S. Tax Court trial was held from March 8, 2018 through May 11, 2018. The Company and the IRS filed simultaneous opening and answering post-trial briefs in October 2018 and February 2019, respectively. The Company filed a subsequent brief in March 2019 to which the IRS responded in April 2019. It is not known how much time will elapse thereafter prior to the issuance of the Court's decision. In the interim, or subsequent to the Court's decision, the IRS may propose similar adjustments for years subsequent to the 2007-2009 litigation period. While the Company continues to strongly disagree with the IRS' position, there is no assurance that the Court will rule in the Company's favor, and it is possible that all or some portion of the adjustment proposed by the IRS Notice ultimately could be sustained. In that event, the Company will be subject to

significant additional liabilities for the years at issue and potentially also for subsequent periods, which could have a material adverse impact on the Company's financial position, results of operations and cash flows.

The Company regularly assesses the likelihood of adverse outcomes resulting from tax disputes such as this and other examinations for all open years to determine the adequacy of its tax reserves. Any such adjustments related to years prior to 2018, either in the litigation period or later, may have an impact on the transition tax payable as part of the Tax Reform Act.

#### **Risk Management Programs**

The Company has numerous global insurance programs in place to help protect the Company from the risk of loss. In general, we are self-insured for large portions of many different types of claims; however, we do use commercial insurance above our self-insured retentions to reduce the Company's risk of catastrophic loss. Our reserves for the Company's self-insured losses are estimated using actuarial methods and assumptions of the insurance industry, adjusted for our specific expectations based on our claim history. Our self-insurance reserves totaled \$339 million and \$362 million as of March 29, 2019 and December 31, 2018, respectively.

#### **NOTE 10: OTHER COMPREHENSIVE INCOME**

AOCI attributable to shareowners of The Coca-Cola Company is separately presented in our condensed consolidated balance sheets as a component of The Coca-Cola Company's shareowners' equity, which also includes our proportionate share of equity method investees' AOCI. OCI attributable to noncontrolling interests is allocated to, and included in, our condensed consolidated balance sheets as part of the line item equity attributable to noncontrolling interests.

AOCI attributable to shareowners of The Coca-Cola Company consisted of the following, net of tax (in millions):

|   | March 29,<br>2019 | December 31, 2018 |
|---|-------------------|-------------------|
| Foreign currency translation adjustments <sup>1</sup>                       | \$ (10,300)       | \$ (11,045)       |
| Accumulated derivative net gains (losses) <sup>1,2</sup>                    | (147)             | (126)             |
| Unrealized net gains (losses) on available-for-sale securities <sup>3</sup> | 72                | 50                |
| Adjustments to pension and other benefit liabilities <sup>1</sup>           | (1,950)           | (1,693)           |
| Accumulated other comprehensive income (loss)                               | \$ (12,325)       | \$ (12,814)       |

<sup>1</sup> The change in the balance from December 31, 2018 includes a portion of a \$513 million reclassification to reinvested earnings from AOCI upon the adoption of ASU 2018-02. Refer to Note 1.

<sup>2</sup> The change in the balance from December 31, 2018 includes a \$6 million reclassification to reinvested earnings from AOCI upon the adoption of ASU 2017-12. Refer to Note 1 and Note 6.

The following table summarizes the allocation of total comprehensive income between shareowners of The Coca-Cola Company and noncontrolling interests (in millions):

|  | Three Months Ended March 29, 2019       |                             |          |
|--|---|-----------------------------|----------|
|  | Shareowners of<br>The Coca-Cola Company | Noncontrolling<br>Interests | Total    |
| Consolidated net income  | \$ 1,678                                | \$ 25                       | \$ 1,703 |
| Other comprehensive income:  |   |                             |          |
| Net foreign currency translation adjustments   | 954                                     | (28)                        | 926      |
| Net gains (losses) on derivatives <sup>1</sup>   | 8                                       | —                           | 8        |
| Net change in unrealized gains (losses) on available-for-sale debt securities <sup>2</sup> | 15                                      | —                           | 15       |
| Net change in pension and other benefit liabilities <sup>3</sup>                           | 31                                      | —                           | 31       |
| Total comprehensive income   | \$ 2,686                                | \$ (3)                      | \$ 2,683 |

<sup>1</sup> Refer to Note 6 for additional information related to the net gains or losses on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Refer to Note 4 for additional information related to the net unrealized gains or losses on available-for-sale debt securities.

<sup>3</sup> Refer to Note 14 for additional information related to the Company's pension and other postretirement benefit liabilities.

The following tables present OCI attributable to shareowners of The Coca-Cola Company, including our proportionate share of equity method investees' OCI (in millions):

| Three Months Ended March 29, 2019   | Before-Tax<br>Amount | Income Tax      | After-Tax<br>Amount |
|---|----------------------|-----------------|---------------------|
| <b>Foreign currency translation adjustments:</b>  |                      |                 |                     |
| Translation adjustments arising during the period   | \$ 997               | \$ (73)         | \$ 924              |
| Reclassification adjustments recognized in net income   | 192                  | —               | 192                 |
| Gains (losses) on intra-entity transactions that are of a long-term investment nature         | (287)                | —               | (287)               |
| Gains (losses) on net investment hedges arising during the period                             | 153                  | (28)            | 125                 |
| Net foreign currency translation adjustments  | \$ 1,055             | \$ (101)        | \$ 954              |
| <b>Derivatives:</b>   |                      |                 |                     |
| Gains (losses) arising during the period  | \$ (36)              | \$ 4            | \$ (32)             |
| Reclassification adjustments recognized in net income   | 53                   | (13)            | 40                  |
| Net gains (losses) on derivatives <sup>1</sup>  | \$ 17                | \$ (9)          | \$ 8                |
| <b>Available-for-sale debt securities:</b>  |                      |                 |                     |
| Unrealized gains (losses) arising during the period   | \$ 24                | \$ (7)          | \$ 17               |
| Reclassification adjustments recognized in net income   | (2)                  | —               | (2)                 |
| Net change in unrealized gains (losses) on available-for-sale debt securities <sup>2</sup>    | \$ 22                | \$ (7)          | \$ 15               |
| <b>Pension and other benefit liabilities:</b>   |                      |                 |                     |
| Net pension and other benefit liabilities arising during the period                           | \$ (1)               | \$ 4            | \$ 3                |
| Reclassification adjustments recognized in net income   | 37                   | (9)             | 28                  |
| Net change in pension and other benefit liabilities <sup>3</sup>                              | \$ 36                | \$ (5)          | \$ 31               |
| <b>Other comprehensive income (loss) attributable to shareowners of The Coca-Cola Company</b> | <b>\$ 1,130</b>      | <b>\$ (122)</b> | <b>\$ 1,008</b>     |

<sup>1</sup> Refer to Note 6 for additional information related to the net gains or losses on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Refer to Note 4 for additional information related to the net unrealized gains or losses on available-for-sale debt securities.

<sup>3</sup> Refer to Note 14 for additional information related to the Company's pension and other postretirement benefit liabilities.

| Three Months Ended March 30, 2018  | Before-Tax<br>Amount | Income Tax | After-Tax<br>Amount |
|--|----------------------|------------|---------------------|
| <b>Foreign currency translation adjustments:</b>   |                      |            |                     |
| Translation adjustments arising during the period  | \$ 167               | \$ (68)    | \$ 99               |
| Reclassification adjustments recognized in net income                                      | 56                   | —          | 56                  |
| Gains (losses) on intra-entity transactions that are of a long-term investment nature      | 796                  | —          | 796                 |
| Gains (losses) on net investment hedges arising during the period                          | (411)                | 129        | (282)               |
| Net foreign currency translation adjustments   | \$ 608               | \$ 61      | \$ 669              |
| <b>Derivatives:</b>  |                      |            |                     |
| Gains (losses) arising during the period   | \$ 66                | \$ (38)    | \$ 28               |
| Reclassification adjustments recognized in net income                                      | (58)                 | 14         | (44)                |
| Net gains (losses) on derivatives <sup>1</sup>   | \$ 8                 | \$ (24)    | \$ (16)             |
| <b>Available-for-sale debt securities:</b>   |                      |            |                     |
| Unrealized gains (losses) arising during the period  | \$ (13)              | \$ (2)     | \$ (15)             |
| Reclassification adjustments recognized in net income                                      | 5                    | (1)        | 4                   |
| Net change in unrealized gains (losses) on available-for-sale debt securities <sup>2</sup> | \$ (8)               | \$ (3)     | \$ (11)             |
| <b>Pension and other benefit liabilities:</b>  |                      |            |                     |
| Net pension and other benefit liabilities arising during the period                        | \$ 10                | \$ (1)     | \$ 9                |
| Reclassification adjustments recognized in net income                                      | 33                   | (8)        | 25                  |
| Net change in pension and other benefit liabilities <sup>3</sup>                           | \$ 43                | \$ (9)     | \$ 34               |
| Other comprehensive income (loss) attributable to shareowners of The Coca-Cola Company     | \$ 651               | \$ 25      | \$ 676              |

<sup>1</sup> Refer to Note 6 for additional information related to the net gains or losses on derivative instruments designated and qualifying as cash flow hedging instruments.

<sup>2</sup> Refer to Note 4 for additional information related to the net unrealized gains or losses on available-for-sale debt securities.

<sup>3</sup> Refer to Note 14 for additional information related to the Company's pension and other postretirement benefit liabilities.

The following table presents the amounts and line items in our condensed consolidated statement of income where adjustments reclassified from AOCI into income were recorded (in millions):

| Description of AOCI Component                         | Financial Statement Line Item                             | Amount Reclassified from AOCI<br>into Income |      |
|---|---|--|------|
|   |   | Three Months Ended March 29,<br>2019         |      |
| <b>Foreign currency translation adjustments:</b>      |   |  |      |
| Divestitures, deconsolidations and other <sup>1</sup> | Other income (loss) — net                                 | \$   | 192  |
|   | Income from continuing operations before<br>income taxes  |  | 192  |
|   | Consolidated net income                                   | \$   | 192  |
| <b>Derivatives:</b>                                   |   |  |      |
| Foreign currency contracts                            | Net operating revenues                                    | \$   | (6)  |
| Foreign currency contracts                            | Cost of goods sold  |  | (4)  |
| Foreign currency contracts                            | Other income (loss) — net                                 |  | 50   |
| Divestitures, deconsolidations and other              | Other income (loss) — net                                 |  | 1    |
| Foreign currency and interest rate contracts          | Interest expense  |  | 12   |
|   | Net income from continuing operations before income taxes |  | 53   |
|   | Income taxes from continuing operations                   |  | (13) |
|   | Consolidated net income                                   | \$   | 40   |
| <b>Available-for-sale debt securities:</b>            |   |  |      |
| Sale of debt securities                               | Other income (loss) — net                                 | \$   | (2)  |
|   | Income from continuing operations before<br>income taxes  |  | (2)  |
|   | Income taxes from continuing operations                   |  | —    |
|   | Consolidated net income                                   | \$   | (2)  |
| <b>Pension and other benefit liabilities:</b>         |   |  |      |
| Recognized net actuarial loss                         | Other income (loss) — net                                 | \$   | 39   |
| Recognized prior service cost (credit)                | Other income (loss) — net                                 |  | (2)  |
|   | Income from continuing operations before<br>income taxes  |  | 37   |
|   | Income taxes from continuing operations                   |  | (9)  |
|   | Consolidated net income                                   | \$   | 28   |

<sup>1</sup> Primarily related to our previously held equity ownership interest in CHI and the sale of a portion of our equity ownership interest in Andina. Refer to Note 2.

**NOTE 11: CHANGES IN EQUITY**

The following tables provide a reconciliation of the beginning and ending carrying amounts of total equity, equity attributable to shareowners of The Coca-Cola Company and equity attributable to noncontrolling interests (in millions):

| Three Months Ended March 29, 2019   | Shareowners of The Coca-Cola Company |           |                     |   |              |                 |                |          | Non-controlling Interests |
|---|--------------------------------------|-----------|---------------------|---|--------------|-----------------|----------------|----------|---------------------------|
|   | Common Shares Outstanding            | Total     | Reinvested Earnings | Accumulated Other Comprehensive Income (Loss) | Common Stock | Capital Surplus | Treasury Stock |          |                           |
| December 31, 2018   | 4,268                                | \$ 19,058 | \$ 63,234           | \$ (12,814)                                   | \$ 1,760     | \$ 16,520       | \$ (51,719)    | \$ 2,077 |                           |
| Adoption of accounting standards <sup>1</sup>                                     | —                                    | (18)      | 501                 | (519)   | —            | —               | —              | —        |                           |
| Comprehensive income (loss)   | —                                    | 2,683     | 1,678               | 1,008   | —            | —               | —              | (3)      |                           |
| Dividends paid/payable to shareowners of The Coca-Cola Company (\$0.40 per share) | —                                    | (1,709)   | (1,709)             | —   | —            | —               | —              | —        |                           |
| Dividends paid to noncontrolling interests  | —                                    | (5)       | —                   | —   | —            | —               | —              | (5)      |                           |
| Purchases of treasury stock   | (9)                                  | (398)     | —                   | —   | —            | —               | (398)          | —        |                           |
| Impact related to stock compensation plans  | 9                                    | 193       | —                   | —   | —            | 57              | 136            | —        |                           |
| March 29, 2019  | 4,268                                | \$ 19,804 | \$ 63,704           | \$ (12,325)                                   | \$ 1,760     | \$ 16,577       | \$ (51,981)    | \$ 2,069 |                           |

<sup>1</sup> Refer to Note 1 and Note 6.

| Three Months Ended March 30, 2018   | Shareowners of The Coca-Cola Company |           |                     |   |              |                 |                |          | Non-controlling Interests |
|---|--------------------------------------|-----------|---------------------|---|--------------|-----------------|----------------|----------|---------------------------|
|   | Common Shares Outstanding            | Total     | Reinvested Earnings | Accumulated Other Comprehensive Income (Loss) | Common Stock | Capital Surplus | Treasury Stock |          |                           |
| December 31, 2017   | 4,259                                | \$ 18,977 | \$ 60,430           | \$ (10,305)                                   | \$ 1,760     | \$ 15,864       | \$ (50,677)    | \$ 1,905 |                           |
| Adoption of accounting standards <sup>1</sup>                                     | —                                    | 2,605     | 3,014               | (409)   | —            | —               | —              | —        |                           |
| Comprehensive income (loss)   | —                                    | 2,135     | 1,368               | 676   | —            | —               | —              | 91       |                           |
| Dividends paid/payable to shareowners of The Coca-Cola Company (\$0.39 per share) | —                                    | (1,662)   | (1,662)             | —   | —            | —               | —              | —        |                           |
| Business combinations   | —                                    | 13        | —                   | —   | —            | —               | —              | 13       |                           |
| Purchases of treasury stock   | (18)                                 | (822)     | —                   | —   | —            | —               | (822)          | —        |                           |
| Impact related to stock compensation plans  | 18                                   | 373       | —                   | —   | —            | 142             | 231            | —        |                           |
| Other activities  | —                                    | (2)       | —                   | —   | —            | —               | —              | (2)      |                           |
| March 30, 2018  | 4,259                                | \$ 21,617 | \$ 63,150           | \$ (10,038)                                   | \$ 1,760     | \$ 16,006       | \$ (51,268)    | \$ 2,007 |                           |

<sup>1</sup> Refer to Note 1, Note 3 and Note 4.

## NOTE 12: SIGNIFICANT OPERATING AND NONOPERATING ITEMS

### *Other Operating Charges*

During the three months ended March 29, 2019, the Company recorded other operating charges of \$127 million. These charges primarily consisted of \$68 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$46 million of transaction costs associated with the purchase of Costa, which we acquired in January 2019, and \$11 million for costs incurred to rebrand certain of our North America bottling operations. Costs related to rebranding include, among other items, internal and external costs for individuals directly working on the rebranding efforts, severance, and costs associated with the implementation of information technology systems to facilitate consistent data standards and availability throughout our North America bottling system. Other operating charges also included \$2 million related to tax litigation expense. Refer to Note 2 for additional information on the acquisition of Costa. Refer to Note 9 for additional information related to the tax litigation. Refer to Note 13 for additional information on the Company's productivity and reinvestment program. Refer to Note 17 for the impact these charges had on our operating segments and Corporate.

During the three months ended March 30, 2018, the Company recorded other operating charges of \$536 million. These charges primarily consisted of \$390 million of CCR asset impairments and \$95 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$45 million related to costs incurred to rebrand certain of our North America bottling operations. Refer to Note 13 for additional information on the Company's productivity and reinvestment program. Refer to Note 16 for information on how the Company determined the asset impairment charges. Refer to Note 17 for the impact these charges had on our operating segments and Corporate.

### *Other Nonoperating Items*

#### *Equity Income (Loss) — Net*

During the three months ended March 29, 2019 and March 30, 2018, the Company recorded net charges of \$42 million and \$51 million, respectively. These amounts represent the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees. Refer to Note 17 for the impact these items had on our operating segments and Corporate.

#### *Other Income (Loss) — Net*

During the three months ended March 29, 2019, the Company recognized an other-than-temporary impairment charge of \$286 million related to Coca-Cola Bottlers Japan Holdings Inc. ("CCBJHI"), an equity method investee. The Company also recognized a \$121 million loss in conjunction with our acquisition of the remaining equity ownership interest in CHI and a \$57 million other-than-temporary impairment charge related to one of our equity method investees in North America. Additionally, the Company recognized net charges of \$4 million due to the rebranding of certain bottling territories in North America and charges of \$4 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. These charges were partially offset by a net gain of \$149 million related to realized and unrealized gains and losses on equity securities and trading debt securities as well as realized gains and losses on available-for-sale debt securities, a gain of \$39 million related to the sale of a portion of our equity ownership interest in Andina and a gain of \$34 million related to economic hedging activities. Refer to Note 2 for additional information on rebranding activities, the North America conversion payments, the acquisition of the remaining equity ownership interest in CHI and the sale of a portion of our equity ownership interest in Andina. Refer to Note 4 for additional information on equity and debt securities. Refer to Note 6 for additional information on economic hedging activities. Refer to Note 16 for information on how the Company determined the impairment charges and the loss recognized in conjunction with our acquisition of the remaining equity ownership interest in CHI. Refer to Note 17 for the impact these items had on our operating segments and Corporate.

During the three months ended March 30, 2018, the Company recorded a net loss of \$85 million related to realized and unrealized gains and losses on equity securities and trading debt securities as well as realized gains and losses on available-for-sale debt securities, and a net loss of \$33 million primarily related to the reversal of the cumulative translation adjustments resulting from the substantial liquidation of the Company's former Russian juice operations. The Company also recorded \$19 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements and \$2 million due to the rebranding of certain bottling territories in North America. Refer to Note 2 for additional information on the North America conversion payments. Refer to Note 4 for additional information on mark-to-market adjustments of equity and debt securities. Refer to Note 17 for the impact these items had on our operating segments and Corporate.

### NOTE 13: PRODUCTIVITY AND REINVESTMENT PROGRAM

In February 2012, the Company announced a productivity and reinvestment program designed to further enable our efforts to strengthen our brands and reinvest our resources to drive long-term profitable growth. This program is focused on the following initiatives: global supply chain optimization; global marketing and innovation effectiveness; operating expense leverage and operational excellence; data and information technology systems standardization; and the integration of Coca-Cola Enterprises Inc.'s former North America business ("Old CCE").

In February 2014, the Company announced the expansion of our productivity and reinvestment program to drive incremental productivity that will primarily be redirected into increased media investments. Our incremental productivity goal consists of two relatively equal components. First, we will expand savings through global supply chain optimization, data and information technology systems standardization, and resource and cost reallocation. Second, we will increase the effectiveness of our marketing investments by transforming our marketing and commercial model to redeploy resources into more consumer-facing marketing investments to accelerate growth.

In October 2014, the Company announced that we were further expanding our productivity and reinvestment program and extending it through 2019. The expansion of the productivity initiatives focuses on four key areas: restructuring the Company's global supply chain; implementing zero-based work, an evolution of zero-based budget principles, across the organization; streamlining and simplifying the Company's operating model; and further driving increased discipline and efficiency in direct marketing investments.

In April 2017, the Company announced another expansion of our productivity and reinvestment program. This expansion is focused on achieving additional efficiencies in both our supply chain and our marketing expenditures as well as transitioning to a new, more agile operating model to enable growth. Under this operating model, our business units will be supported by an expanded enabling services organization and a corporate center focused on a few strategic initiatives, policy and governance. The expanded enabling services organization will focus on both simplifying and standardizing key transactional processes and providing support to business units through global centers of excellence.

The Company has incurred total pretax expenses of \$3,634 million related to our productivity and reinvestment program since it commenced. These expenses were recorded in the line items other operating charges and other income (loss) — net in our condensed consolidated statements of income. Refer to Note 17 for the impact these charges had on our operating segments and Corporate. Outside services reported in the table below primarily relate to expenses in connection with legal, outplacement and consulting activities. Other direct costs reported in the table below include, among other items, internal and external costs associated with the development, communication, administration and implementation of these initiatives; accelerated depreciation on certain fixed assets; contract termination fees; and relocation costs.

The following table summarizes the balance of accrued expenses related to these productivity and reinvestment initiatives and the changes in the accrued amounts as of and for the three months ended March 29, 2019 (in millions):

|                            | Accrued Balance<br>December 31, 2018 | Costs Incurred<br>Three Months Ended<br>March 29, 2019 | Payments | Noncash<br>and<br>Exchange | Accrued Balance<br>March 29, 2019 |
|----------------------------|--------------------------------------|--|----------|----------------------------|-----------------------------------|
| Severance pay and benefits | \$ 76                                | \$ 11  | \$ (37)  | \$ 1                       | \$ 51                             |
| Outside services           | 10                                   | 27   | (24)     | —                          | 13                                |
| Other direct costs         | 4                                    | 30   | (12)     | (12)                       | 10                                |
| Total                      | \$ 90                                | \$ 68  | \$ (73)  | \$ (11)                    | \$ 74                             |



**NOTE 14: PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS**

Net periodic benefit cost (income) for our pension and other postretirement benefit plans consisted of the following (in millions):

|   | Pension Benefits   |                   | Other Benefits    |                   |
|---|--------------------|-------------------|-------------------|-------------------|
|   | Three Months Ended |                   |                   |                   |
|   | March 29,<br>2019  | March 30,<br>2018 | March 29,<br>2019 | March 30,<br>2018 |
| Service cost                                | \$ 26              | \$ 32             | \$ 2              | \$ 3              |
| Interest cost                               | 72                 | 73                | 7                 | 6                 |
| Expected return on plan assets <sup>1</sup> | (138)              | (168)             | (3)               | (3)               |
| Amortization of prior service cost (credit) | (1)                | 2                 | (1)               | (4)               |
| Amortization of net actuarial loss          | 38                 | 34                | 1                 | 1                 |
| Net periodic benefit cost (income)          | \$ (3)             | \$ (27)           | \$ 6              | \$ 3              |

<sup>1</sup> The weighted-average expected long-term rates of return on plan assets used in computing 2019 net periodic benefit cost (income) are 7.7 percent for pension benefit plans and 4.6 percent for other benefit plans.

All of the amounts in the table above, other than service cost, were recorded in the line item other income (loss) — net in our condensed consolidated statements of income. During the three months ended March 29, 2019, the Company contributed \$6 million to our pension trusts, and we anticipate making additional contributions of approximately \$14 million during the remainder of 2019. The Company contributed \$27 million to our pension trusts during the three months ended March 30, 2018.

**NOTE 15: INCOME TAXES**

The Company recorded income taxes from continuing operations of \$486 million (22.8 percent effective tax rate) and \$506 million (27.6 percent effective tax rate) during the three months ended March 29, 2019 and March 30, 2018, respectively.

The Company's effective tax rate for the three months ended March 29, 2019 and March 30, 2018 varies from the statutory federal income tax rate of 21.0 percent primarily due to the tax impact of significant operating and nonoperating items, along with the tax benefits of having significant operations outside the United States and significant earnings generated in investments accounted for under the equity method of accounting, both of which are generally taxed at rates lower than the U.S. statutory rate.

The Company's effective tax rate for the three months ended March 30, 2018 included \$176 million of additional tax expense to adjust our provisional tax estimate recorded as of December 31, 2017, related to the Tax Reform Act signed into law on December 22, 2017.

On September 17, 2015, the Company received a Statutory Notice of Deficiency from the IRS for the tax years 2007 through 2009, after a five-year audit. Refer to Note 9.

**NOTE 16: FAIR VALUE MEASUREMENTS**

U.S. GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Additionally, the inputs used to measure fair value are prioritized based on a three-level hierarchy. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs other than quoted prices included in Level 1. We value assets and liabilities included in this level using dealer and broker quotations, certain pricing models, bid prices, quoted prices for similar assets and liabilities in active markets, or other inputs that are observable or can be corroborated by observable market data.
- Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

**Recurring Fair Value Measurements**

In accordance with U.S. GAAP, certain assets and liabilities are required to be recorded at fair value on a recurring basis. For our Company, the only assets and liabilities that are adjusted to fair value on a recurring basis are investments in equity

securities with readily determinable fair values, debt securities classified as trading or available-for-sale and derivative financial instruments. Additionally, the Company adjusts the carrying value of certain long-term debt as a result of the Company's fair value hedging strategy.

#### Investments in Debt and Equity Securities

The fair values of our investments in debt and equity securities using quoted market prices from daily exchange traded markets are based on the closing price as of the balance sheet date and are classified as Level 1. The fair values of our investments in debt and equity securities classified as Level 2 are priced using quoted market prices for similar instruments or nonbinding market prices that are corroborated by observable market data. Inputs into these valuation techniques include actual trade data, benchmark yields, broker/dealer quotes and other similar data. These inputs are obtained from quoted market prices, independent pricing vendors or other sources.

#### Derivative Financial Instruments

The fair values of our futures contracts are primarily determined using quoted contract prices on futures exchange markets. The fair values of these instruments are based on the closing contract price as of the balance sheet date and are classified as Level 1.

The fair values of our derivative instruments other than futures are determined using standard valuation models. The significant inputs used in these models are readily available in public markets, or can be derived from observable market transactions, and therefore have been classified as Level 2. Inputs used in these standard valuation models for derivative instruments other than futures include the applicable exchange rates, forward rates, interest rates, discount rates and commodity prices. The standard valuation model for options also uses implied volatility as an additional input. The discount rates are based on the historical U.S. Deposit or U.S. Treasury rates, and the implied volatility specific to options is based on quoted rates from financial institutions.

Included in the fair values of derivative instruments is an adjustment for nonperformance risk. The adjustment is based on current credit default swap ("CDS") rates applied to each contract, by counterparty. We use our counterparty's CDS rate when we are in an asset position and our own CDS rate when we are in a liability position. The adjustment for nonperformance risk did not have a significant impact on the fair values of our derivative instruments.

The following tables summarize those assets and liabilities measured at fair value on a recurring basis (in millions):

| March 29, 2019  | Level 1         | Level 2         | Level 3      | Other <sup>3</sup> | Netting Adjustment <sup>4</sup> | Fair Value Measurements |
|---|-----------------|-----------------|--------------|--------------------|---------------------------------|-------------------------|
| <b>Assets:</b>  |                 |                 |              |                    |                                 |                         |
| Equity securities with readily determinable values <sup>1</sup> | \$ 1,831        | \$ 201          | \$ 7         | \$ 63              | \$ —                            | \$ 2,102                |
| Debt securities <sup>1</sup>                                    | —               | 4,768           | 19           | —                  | —                               | 4,787                   |
| Derivatives <sup>2</sup>  | 3               | 490             | —            | —                  | (314) <sup>5</sup>              | 179 <sup>6</sup>        |
| <b>Total assets</b>   | <b>\$ 1,834</b> | <b>\$ 5,459</b> | <b>\$ 26</b> | <b>\$ 63</b>       | <b>\$ (314)</b>                 | <b>\$ 7,068</b>         |
| <b>Liabilities:</b>   |                 |                 |              |                    |                                 |                         |
| Derivatives <sup>2</sup>  | \$ (6)          | \$ (123)        | \$ —         | \$ —               | \$ 115                          | \$ (14) <sup>6</sup>    |
| <b>Total liabilities</b>  | <b>\$ (6)</b>   | <b>\$ (123)</b> | <b>\$ —</b>  | <b>\$ —</b>        | <b>\$ 115</b>                   | <b>\$ (14)</b>          |

<sup>1</sup>Refer to Note 4 for additional information related to the composition of our equity securities with readily determinable values and debt securities.

<sup>2</sup>Refer to Note 6 for additional information related to the composition of our derivative portfolio.

<sup>3</sup>Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy but are included to reconcile to the amounts presented in Note 4.

<sup>4</sup>Amounts represent the impact of legally enforceable master netting agreements that allow the Company to settle net positive and negative positions and also cash collateral held or placed with the same counterparties. There are no amounts subject to legally enforceable master netting agreements that management has chosen not to offset or that do not meet the offsetting requirements. Refer to Note 6.

<sup>5</sup>The Company is obligated to return \$205 million in cash collateral it has netted against its derivative position.

<sup>6</sup>The Company's derivative financial instruments are recorded at fair value in our condensed consolidated balance sheet as follows: \$ 177 million in the line item other assets; \$2 million in the line item assets held for sale — discontinued operations; and \$14 million in the line item other liabilities. Refer to Note 6 for additional information related to the composition of our derivative portfolio.

| December 31, 2018   | Level 1         | Level 2         | Level 3      | Other <sup>3</sup> | Netting Adjustment <sup>4</sup> | Fair Value Measurements |
|---|-----------------|-----------------|--------------|--------------------|---------------------------------|-------------------------|
| <b>Assets:</b>  |                 |                 |              |                    |                                 |                         |
| Equity securities with readily determinable values <sup>1</sup> | \$ 1,681        | \$ 186          | \$ 6         | \$ 61              | \$ —                            | \$ 1,934                |
| Debt securities <sup>1</sup>                                    | —               | 5,018           | 19           | —                  | —                               | 5,037                   |
| Derivatives <sup>2</sup>  | 2               | 313             | —            | —                  | (261) <sup>5</sup>              | 54 <sup>7</sup>         |
| <b>Total assets</b>   | <b>\$ 1,683</b> | <b>\$ 5,517</b> | <b>\$ 25</b> | <b>\$ 61</b>       | <b>\$ (261)</b>                 | <b>\$ 7,025</b>         |
| <b>Liabilities:</b>   |                 |                 |              |                    |                                 |                         |
| Derivatives <sup>2</sup>  | \$ (14)         | \$ (221)        | \$ —         | \$ —               | \$ 182 <sup>6</sup>             | \$ (53) <sup>7</sup>    |
| <b>Total liabilities</b>  | <b>\$ (14)</b>  | <b>\$ (221)</b> | <b>\$ —</b>  | <b>\$ —</b>        | <b>\$ 182</b>                   | <b>\$ (53)</b>          |

<sup>1</sup> Refer to Note 4 for additional information related to the composition of our equity securities with readily determinable values and debt securities.

<sup>2</sup> Refer to Note 6 for additional information related to the composition of our derivative portfolio.

<sup>3</sup> Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been categorized in the fair value hierarchy but are included to reconcile to the amounts presented in Note 4.

<sup>4</sup> Amounts represent the impact of legally enforceable master netting agreements that allow the Company to settle net positive and negative positions and also cash collateral held or placed with the same counterparties. There are no amounts subject to legally enforceable master netting agreements that management has chosen not to offset or that do not meet the offsetting requirements. Refer to Note 6.

<sup>5</sup> The Company is obligated to return \$96 million in cash collateral it has netted against its derivative position.

<sup>6</sup> The Company has the right to reclaim \$4 million in cash collateral it has netted against its derivative position.

<sup>7</sup> The Company's derivative financial instruments are recorded at fair value in our condensed consolidated balance sheet as follows: \$ 54 million in the line item other assets; \$3 million in the line item liabilities held for sale — discontinued operations; and \$50 million in the line item other liabilities. Refer to Note 6 for additional information related to the composition of our derivative portfolio.

Gross realized and unrealized gains and losses on Level 3 assets and liabilities were not significant for the three months ended March 29, 2019 and March 30, 2018.

The Company recognizes transfers between levels within the hierarchy as of the beginning of the reporting period. Gross transfers between levels within the hierarchy were not significant for the three months ended March 29, 2019 and March 30, 2018.

#### ***Nonrecurring Fair Value Measurements***

In addition to assets and liabilities that are recorded at fair value on a recurring basis, the Company records assets and liabilities at fair value on a nonrecurring basis as required by U.S. GAAP. Generally, assets are recorded at fair value on a nonrecurring basis as a result of impairment charges, or as a result of observable changes in equity securities using the measurement alternative. Refer to Note 4.

The gains and losses on assets measured at fair value on a nonrecurring basis are summarized in the table below (in millions):

|   | Gains (Losses)        |                    |
|---|-----------------------|--------------------|
|   | Three Months Ended    |                    |
|   | March 29, 2019        | March 30, 2018     |
| Other-than-temporary impairment charges     | \$ (343) <sup>1</sup> | \$ —               |
| Investment in former equity method investee | (121) <sup>2</sup>    | —                  |
| Other long-lived assets                     | —                     | (252) <sup>3</sup> |
| Intangible assets                           | —                     | (138) <sup>3</sup> |
| <b>Total</b>                                | <b>\$ (464)</b>       | <b>\$ (390)</b>    |

<sup>1</sup> Based on the length of time and the extent to which the market value of our investment in CCBJHI, an equity method investee, has been less than our carrying value and the financial condition and near-term prospects of the issuer, management determined that the decline in fair value was other than temporary in nature. As a result, the Company recognized an other-than-temporary impairment charge of \$286 million. This impairment charge was determined using the quoted market price (a Level 1 measurement) of CCBJHI. The Company also recognized an other-than-temporary impairment charge of \$57 million related to one of our equity method investees in North America. This impairment charge was derived using Level 3 inputs and was primarily driven by revised projections of future operating results.

<sup>2</sup> The Company recognized a loss of \$121 million in conjunction with our acquisition of the remaining equity ownership interest in CHI, primarily driven by foreign currency exchange rate fluctuations. The fair value of this investment was derived using discounted cash flow analyses based on Level 3 inputs.

<sup>3</sup> The Company recognized charges of \$252 million related to CCR's property, plant and equipment and \$138 million related to CCR's intangible assets. These charges were a result of management's revised estimate of the proceeds that were expected to be received for the remaining bottling territories upon their refranchising. These charges were determined by comparing the fair value of the reporting unit, based on Level 3 inputs, to its carrying value.

#### **Other Fair Value Disclosures**

The carrying amounts of cash and cash equivalents; short-term investments; trade accounts receivable; accounts payable and accrued expenses; and loans and notes payable approximate their fair values because of the short-term maturities of these instruments. As of March 29, 2019, the carrying amount and fair value of our long-term debt, including the current portion, were \$32,697 million and \$33,219 million, respectively. As of December 31, 2018, the carrying amount and fair value of our long-term debt, including the current portion, were \$30,361 million and \$30,438 million, respectively.

#### **NOTE 17: OPERATING SEGMENTS**

Effective January 1, 2019, we established a new operating segment, Global Ventures, which includes the results of Costa, which we acquired in January 2019, and the results of our innocent and dođadan businesses as well as fees earned pursuant to distribution coordination agreements between the Company and Monster. Accordingly, all prior period operating segment and Corporate information presented herein has been adjusted to reflect this change in our organizational structure.

Information about our Company's continuing operations by operating segment and Corporate is as follows (in millions):

|  | Europe, Middle<br>East & Africa | Latin<br>America | North<br>America | Asia Pacific | Global<br>Ventures | Bottling<br>Investments | Corporate | Eliminations | Consolidated |
|--|---------------------------------|------------------|------------------|--------------|--------------------|-------------------------|-----------|--------------|--------------|
| <b>As of and for the three months ended March 29, 2019</b>   |                                 |                  |                  |              |                    |                         |           |              |              |
| Net operating revenues:                                      |                                 |                  |                  |              |                    |                         |           |              |              |
| Third party  | \$ 1,634                        | \$ 896           | \$ 2,681         | \$ 1,060     | \$ 583             | \$ 996                  | \$ 32     | \$ —         | \$ 7,882     |
| Intersegment   | 138                             | —                | 2                | 127          | 2                  | —                       | —         | (131)        | 138          |
| Total net operating revenues                                 | 1,772                           | 896              | 2,683            | 1,187        | 585                | 996                     | 32        | (131)        | 8,020        |
| Operating income (loss)                                      | 978                             | 496              | 586              | 542          | 66                 | 1                       | (333)     | —            | 2,336        |
| Income (loss) from continuing operations before income taxes | 988                             | 491              | 537              | 550          | 68                 | (200)                   | (302)     | —            | 2,132        |
| Identifiable operating assets                                | 8,379                           | 1,838            | 18,316           | 2,088        | 7,350              | 4,449                   | 19,102    | —            | 61,522       |
| Noncurrent investments                                       | 719                             | 786              | 343              | 223          | —                  | 14,354                  | 3,773     | —            | 20,198       |
| <b>As of and for the three months ended March 30, 2018</b>   |                                 |                  |                  |              |                    |                         |           |              |              |
| Net operating revenues:                                      |                                 |                  |                  |              |                    |                         |           |              |              |
| Third party  | \$ 1,537                        | \$ 978           | \$ 2,598         | \$ 1,109     | \$ 193             | \$ 1,051                | \$ 11     | \$ —         | \$ 7,477     |
| Intersegment   | 149                             | 19               | 54               | 106          | 1                  | —                       | —         | (180)        | 149          |
| Total net operating revenues                                 | 1,686                           | 997              | 2,652            | 1,215        | 194                | 1,051                   | 11        | (180)        | 7,626        |
| Operating income (loss)                                      | 914                             | 571              | 503              | 562          | 29                 | (461)                   | (307)     | —            | 1,811        |
| Income (loss) from continuing operations before income taxes | 927                             | 565              | 500              | 571          | 32                 | (388)                   | (374)     | —            | 1,833        |
| Identifiable operating assets                                | 8,459                           | 1,990            | 17,697           | 2,323        | 1,028              | 4,342                   | 27,760    | —            | 63,599       |
| Noncurrent investments                                       | 1,239                           | 889              | 119              | 185          | —                  | 16,506                  | 3,579     | —            | 22,517       |
| <b>As of December 31, 2018</b>                               |                                 |                  |                  |              |                    |                         |           |              |              |
| Identifiable operating assets                                | \$ 7,414                        | \$ 1,715         | \$ 17,519        | \$ 1,996     | \$ 968             | \$ 4,135                | \$ 22,649 | \$ —         | \$ 56,396    |
| Noncurrent investments                                       | 789                             | 784              | 400              | 216          | —                  | 14,367                  | 3,718     | —            | 20,274       |

<sup>1</sup> Intersegment revenues do not eliminate on a consolidated basis due to intercompany sales to our discontinued operations.

<sup>2</sup> Identifiable operating assets excludes \$6,627 million of assets held for sale — discontinued operations.

<sup>3</sup> Identifiable operating assets excludes \$7,166 million of assets held for sale — discontinued operations.

<sup>4</sup> Identifiable operating assets excludes \$6,546 million of assets held for sale — discontinued operations.

During the three months ended March 29, 2019, the results of our operating segments and Corporate were impacted by the following items:

- Operating income (loss) and income (loss) from continuing operations before income taxes were reduced by \$1 million for Europe, Middle East and Africa, \$17 million for North America, \$2 million for Bottling Investments and \$48 million for Corporate due to the Company's productivity and reinvestment program. Refer to Note 13.
- Operating income (loss) and income (loss) from continuing operations before income taxes were reduced by \$46 million for Corporate related to transaction costs associated with the purchase of Costa, which we acquired in January 2019. Refer to Note 2.
- Operating income (loss) and income (loss) from continuing operations before income taxes were reduced by \$11 million for Bottling Investments related to costs incurred to rebrand certain of our North America bottling operations. Refer to Note 12.
- Income (loss) from continuing operations before income taxes was reduced by \$286 million for Bottling Investments due to an other-than-temporary impairment charge related to CCBJHI, an equity method investee. Refer to Note 16.
- Income (loss) from continuing operations before income taxes was increased by \$149 million for Corporate related to realized and unrealized gains and losses on equity securities and trading debt securities as well as realized gains and losses on available-for-sale debt securities. Refer to Note 4.
- Income (loss) from continuing operations before income taxes was reduced by \$121 million for Corporate resulting from a loss in conjunction with our acquisition of the remaining equity ownership interest in CHI. Refer to Note 12 and Note 16.
- Income (loss) from continuing operations before income taxes was reduced by \$57 million for North America due to an other-than-temporary impairment charge related to one of our equity method investees. Refer to Note 16.

- Income (loss) from continuing operations before income taxes was reduced by \$42 million for Bottling Investments due to the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees.
- Income (loss) from continuing operations before income taxes was increased by \$39 million for Corporate related to the sale of a portion of our equity ownership interest in Andina. Refer to Note 2.

During the three months ended March 30, 2018, the results of our operating segments and Corporate were impacted by the following items:

- Operating income (loss) and income (loss) from continuing operations before income taxes were reduced by \$2 million for Europe, Middle East and Africa, \$2 million for Latin America, \$52 million for North America, \$6 million for Bottling Investments and \$33 million for Corporate due to the Company's productivity and reinvestment program. Refer to Note 13.
- Operating income (loss) and income (loss) from continuing operations before income taxes were reduced by \$390 million for Bottling Investments due to asset impairment charges. Refer to Note 16.
- Operating income (loss) and income (loss) from continuing operations before income taxes were reduced by \$45 million for Bottling Investments due to costs incurred to rebrand certain of our bottling operations.
- Income (loss) from continuing operations before income taxes was reduced by \$68 million for Bottling Investments and increased by \$17 million for Corporate due to the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees.
- Income (loss) from continuing operations before income taxes was reduced by \$85 million for Corporate related to realized and unrealized gains and losses on equity securities and trading debt securities as well as realized gains and losses on available-for-sale debt securities. Refer to Note 4.
- Income (loss) from continuing operations before income taxes was reduced by \$33 million for Bottling Investments primarily due to the reversal of the cumulative translation adjustments resulting from the substantial liquidation of the Company's former Russian juice operations.
- Income (loss) from continuing operations before income taxes was reduced by \$19 million for North America primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. Refer to Note 2.

## ***Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations***

When used in this report, the terms "The Coca-Cola Company," "Company," "we," "us" and "our" mean The Coca-Cola Company and all entities included in our condensed consolidated financial statements.

Effective January 1, 2019, we established a new operating segment, Global Ventures, which includes the results of Costa Limited ("Costa"), which we acquired in January 2019, and the results of our innocent and dogadan businesses as well as fees earned pursuant to distribution coordination agreements between the Company and Monster Beverage Corporation ("Monster"). Accordingly, all prior period operating segment and Corporate information presented herein has been adjusted to reflect this change in our organizational structure.

### **CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

#### ***Recoverability of Current and Noncurrent Assets***

Our Company faces many uncertainties and risks related to various economic, political and regulatory environments in the countries in which we operate, particularly in developing and emerging markets. Refer to the heading "Item 1A. Risk Factors" in Part I and "Our Business — Challenges and Risks" in Part II of our Annual Report on Form 10-K for the year ended December 31, 2018. As a result, management must make numerous assumptions which involve a significant amount of judgment when completing recoverability and impairment tests of current and noncurrent assets in various regions around the world.

We perform recoverability and impairment tests of current and noncurrent assets in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). For certain assets, recoverability and/or impairment tests are required only when conditions exist that indicate the carrying value may not be recoverable. For other assets, impairment tests are required at least annually, or more frequently if events or circumstances indicate that an asset may be impaired.

Our equity method investees also perform such recoverability and/or impairment tests. If an impairment charge is recorded by one of our equity method investees, the Company records its proportionate share of such charge as a reduction of equity income

(loss) — net in our condensed consolidated statement of income. However, the actual amount we record with respect to our proportionate share of such charges may be impacted by items such as basis differences, deferred taxes and deferred gains.

#### *Investments in Equity and Debt Securities*

We use quoted market prices to determine the fair values of equity securities with readily determinable fair values. For equity securities without readily determinable fair values, we have elected the measurement alternative under which we measure these investments at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Management assesses each of these investments on an individual basis.

Our investments in debt securities are carried at either amortized cost or fair value. Investments in debt securities that the Company has the positive intent and ability to hold to maturity are carried at amortized cost and classified as held-to-maturity. Investments in debt securities that are not classified as held-to-maturity are carried at fair value and classified as either trading or available-for-sale. Realized and unrealized gains and losses on trading debt securities as well as realized gains and losses on available-for-sale debt securities are included in net income. Unrealized gains and losses, net of tax, on available-for-sale debt securities are included in our consolidated balance sheet as a component of accumulated other comprehensive income (loss) ("AOCI"), except for the change in fair value attributable to the currency risk being hedged, if applicable, which is included in net income.

Equity securities with readily determinable fair values that are not accounted for under the equity method and debt securities classified as trading are not assessed for impairment, since they are carried at fair value with the change in fair value included in net income. Equity method investments, equity securities without readily determinable fair values and debt securities classified as available-for-sale or held-to-maturity are reviewed each reporting period to determine whether a significant event or change in circumstances has occurred that may have an adverse effect on the fair value of each investment. When such events or changes occur, we evaluate the fair value compared to our cost basis in the investment. We also perform this evaluation every reporting period for each investment for which our cost basis has exceeded the fair value. The fair values of most of our Company's investments in publicly traded companies are often readily available based on quoted market prices. For investments in nonpublicly traded companies, management's assessment of fair value is based on valuation methodologies including discounted cash flows, estimates of sales proceeds and appraisals, as appropriate. We consider the assumptions that we believe hypothetical marketplace participants would use in evaluating estimated future cash flows when employing the discounted cash flow or estimates of sales proceeds valuation methodologies. The ability to accurately predict future cash flows, especially in emerging and developing markets, may impact the determination of fair value. In the event the fair value of an investment declines below our cost basis, management is required to determine if the decline in fair value is other than temporary. If management determines the decline is other than temporary, an impairment charge is recorded. Management's assessment as to the nature of a decline in fair value is based on, among other things, the length of time and the extent to which the market value has been less than our cost basis; the financial condition and near-term prospects of the issuer; and our intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery in market value.

During the three months ended March 29, 2019, the Company recorded other-than-temporary impairment charges of \$343 million. Based on the length of time and the extent to which the market value of our investment in Coca-Cola Bottlers Japan Holdings Inc. ("CCBJHI"), an equity method investee, has been less than our carrying value and the financial condition and near-term prospects of the issuer, management determined that the decline in fair value was other than temporary in nature. Therefore, we recorded an other-than-temporary impairment charge of \$286 million. We also recorded an other-than-temporary impairment charge of \$57 million related to one of our equity method investees in North America. This impairment charge was primarily driven by revised projections of future operating results.

The following table presents the difference between calculated fair values, based on quoted closing prices of publicly traded shares, and our Company's cost basis in investments in publicly traded companies accounted for under the equity method (in millions):

| March 29, 2019                         | Fair Value | Carrying Value | Difference |
|--|------------|----------------|------------|
| Monster Beverage Corporation           | \$ 5,574   | \$ 3,623       | \$ 1,951   |
| Coca-Cola European Partners plc        | 4,551      | 3,528          | 1,023      |
| Coca-Cola FEMSA, S.A.B. de C.V.        | 3,913      | 1,876          | 2,037      |
| Coca-Cola HBC AG                       | 2,905      | 1,234          | 1,671      |
| Coca-Cola Amatil Limited               | 1,375      | 608            | 767        |
| Coca-Cola Bottlers Japan Holdings Inc. | 856        | 856            | —          |
| Coca-Cola Consolidated, Inc.           | 714        | 131            | 583        |
| Coca-Cola İçecek A.Ş.                  | 290        | 205            | 85         |
| Embotelladora Andina S.A.              | 234        | 129            | 105        |
| Total                                  | \$ 20,412  | \$ 12,190      | \$ 8,222   |

As of March 29, 2019, gross unrealized gains and losses on available-for-sale debt securities were \$128 million and \$14 million, respectively. Management assessed each of the available-for-sale debt securities that were in a gross unrealized loss position on an individual basis to determine if the decline in fair value was other than temporary. As a result of these assessments, management determined that the decline in fair value of these investments was temporary and did not record any impairment charges. We will continue to monitor these investments in future periods. Refer to Note 4 of Notes to Condensed Consolidated Financial Statements.

#### *Property, Plant and Equipment*

As of March 29, 2019, the carrying value of our property, plant and equipment, net of depreciation, was \$8,866 million, or 10 percent of our total assets. Certain events or changes in circumstances may indicate that the recoverability of the carrying amount or remaining useful life of property, plant and equipment should be assessed, including, among others, the manner or length of time in which the Company intends to use the asset, a significant decrease in market value, a significant change in the business climate in a particular market, or a current period operating or cash flow loss combined with historical losses or projected future losses. When such events or changes in circumstances are present and an impairment test is performed, we estimate the future cash flows expected to result from the use of the asset or asset group and its eventual disposition. These estimated future cash flows are consistent with those we use in our internal planning. If the sum of the expected future cash flows (undiscounted and without interest charges) is less than the carrying amount, we recognize an impairment charge. The impairment charge recognized is the amount by which the carrying amount exceeds the fair value. We use a variety of methodologies to determine the fair value of property, plant and equipment, including appraisals and discounted cash flow models, which are consistent with the assumptions we believe a hypothetical marketplace participant would use.

During the three months ended March 30, 2018, the Company recorded impairment charges of \$252 million related to Coca-Cola Refreshments' ("CCR") property, plant and equipment as a result of management's estimate of the proceeds that were expected to be received for the remaining bottling territories upon their refranchising. These charges were recorded in our Bottling Investments operating segment in the line item other operating charges in our condensed consolidated statement of income and were determined by comparing the fair value of the assets to their carrying value. Refer to Note 16 of Notes to Condensed Consolidated Financial Statements.

#### *Goodwill, Trademarks and Other Intangible Assets*

Intangible assets are classified into one of three categories: (1) intangible assets with definite lives subject to amortization; (2) intangible assets with indefinite lives not subject to amortization; and (3) goodwill. For intangible assets with definite lives, tests for impairment must be performed if conditions exist that indicate the carrying value may not be recoverable. For intangible assets with indefinite lives and goodwill, tests for impairment must be performed at least annually, or more frequently if events or circumstances indicate that an asset may be impaired.

The assessment of recoverability and the performance of impairment tests of intangible assets involve critical accounting estimates. These estimates require significant management judgment, include inherent uncertainties and are often interdependent; therefore, they do not change in isolation. Factors that management must estimate include, among others, the economic life of the asset, sales volume, pricing, cost of raw materials, delivery costs, inflation, cost of capital, marketing spending, foreign currency exchange rates, tax rates, capital spending and proceeds from the sale of assets. These factors are even more difficult to predict when global financial markets are highly volatile. The estimates we use when assessing the recoverability of intangible assets are consistent with those we use in our internal planning. When performing impairment tests,



we estimate the fair values of the assets using management's best assumptions, which we believe would be consistent with what a hypothetical marketplace participant would use. Estimates and assumptions used in these tests are evaluated and updated as appropriate. The variability of these factors depends on a number of conditions, including uncertainty about future events, and thus our accounting estimates may change from period to period. If other assumptions and estimates had been used when these tests were performed, impairment charges could have resulted. As mentioned above, these factors do not change in isolation and, therefore, we do not believe it is practicable or meaningful to present the impact of changing a single factor. Furthermore, if management uses different assumptions or if different conditions exist in future periods, future impairment charges could result. Refer to the heading "Operations Review" below for additional information related to our present business environment. Certain factors discussed above are impacted by our current business environment and are discussed throughout this report, as appropriate.

Intangible assets acquired in recent transactions are naturally more susceptible to impairment, primarily due to the fact that they are recorded at fair value based on recent operating plans and macroeconomic conditions present at the time of acquisition. Consequently, if operating results and/or macroeconomic conditions deteriorate shortly after an acquisition, it could result in the impairment of the acquired assets. A deterioration of macroeconomic conditions may not only negatively impact the estimated operating cash flows used in our cash flow models but may also negatively impact other assumptions used in our analyses, including, but not limited to, the estimated cost of capital and/or discount rates. Additionally, as discussed above, in accordance with U.S. GAAP, we are required to ensure that assumptions used to determine fair value in our analyses are consistent with the assumptions that we believe a hypothetical marketplace participant would use. As a result, the cost of capital and/or discount rates used in our analyses may increase or decrease based on market conditions and trends, regardless of whether our Company's actual cost of capital has changed. Therefore, if the cost of capital and/or discount rates change, our Company may recognize an impairment of an intangible asset in spite of realizing actual cash flows that are approximately equal to, or greater than, our previously forecasted amounts.

Goodwill is assigned to the reporting unit or units, which are one level below our operating segments, that benefit from the synergies arising from each business combination. We perform impairment tests of goodwill at our reporting unit level. In order to test for goodwill impairment, the Company compares the fair value of the reporting unit to its carrying value, including goodwill. If the fair value of the reporting unit is lower than its carrying amount, goodwill is written down for the amount by which the carrying amount exceeds the reporting unit's fair value. However, the loss recognized cannot exceed the carrying amount of goodwill. We typically use discounted cash flow models to determine the fair value of a reporting unit. The assumptions used in these models are consistent with those we believe a hypothetical marketplace participant would use. The Company has the option to perform a qualitative assessment of goodwill rather than completing the impairment test. The Company must assess whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. If the Company concludes that this is the case, it must perform the testing discussed above. Otherwise, the Company does not need to perform any further assessment.

When facts and circumstances indicate that the carrying value of definite-lived intangible assets may not be recoverable, management assesses the recoverability of the carrying value by preparing estimates of sales volume and the resulting gross profit and cash flows. These estimated future cash flows are consistent with those we use in our internal planning. If the sum of the expected future cash flows (undiscounted and without interest charges) is less than the carrying amount of the asset or asset group, we recognize an impairment charge. The impairment charge recognized is the amount by which the carrying amount exceeds the fair value. We use a variety of methodologies to determine the fair value of these assets, including discounted cash flow models, which are consistent with the assumptions we believe a hypothetical marketplace participant would use.

We test indefinite-lived intangible assets, including trademarks, franchise rights and goodwill, for impairment annually, or more frequently if events or circumstances indicate that assets might be impaired. Our Company performs these annual impairment tests as of the first day of our third fiscal quarter. We use a variety of methodologies in conducting impairment assessments of indefinite-lived intangible assets, including, but not limited to, discounted cash flow models, which are based on the assumptions we believe a hypothetical marketplace participant would use. For indefinite-lived intangible assets, other than goodwill, if the carrying amount exceeds the fair value, an impairment charge is recognized in an amount equal to that excess. The Company has the option to perform a qualitative assessment of indefinite-lived intangible assets, other than goodwill, rather than completing the impairment test. The Company must assess whether it is more likely than not that the fair value of the intangible asset is less than its carrying amount. If the Company concludes that this is the case, it must perform the testing described above. Otherwise, the Company does not need to perform any further assessment.

During the three months ended March 30, 2018, the Company recorded impairment charges of \$138 million related to certain intangible assets. These charges included \$100 million related to bottlers' franchise rights with indefinite lives and \$38 million related to definite-lived intangible assets. These impairment charges were incurred as a result of management's revised estimate of the proceeds that were expected to be received for the remaining bottling territories upon their refranchising. These charges were recorded in our Bottling Investments operating segment in the line item other operating charges in our condensed consolidated statement of income.

### **Revenue Recognition**

Revenue is recognized when performance obligations under the terms of the contracts with our customers are satisfied. Our performance obligation generally consists of the promise to sell concentrates or finished products to our bottling partners, wholesalers, distributors or retailers. Control of the concentrates or finished products is transferred upon shipment to, or receipt at, our customers' locations, as determined by the specific terms of the contract. Once control is transferred to the customer, we have completed our performance obligation, and revenue is recognized. Our sales terms generally do not allow for a right of return except for matters related to any manufacturing defects on our part. After completion of our performance obligation, we have an unconditional right to consideration as outlined in the contract. Our receivables will generally be collected in less than six months, in accordance with the underlying payment terms. All of our performance obligations under the terms of contracts with our customers have an original duration of one year or less.

Our customers and bottling partners may be entitled to cash discounts, funds for promotional and marketing activities, volume-based incentive programs, support for infrastructure programs and other similar programs. In some markets, in an effort to allow our Company and our bottling partners to grow together through shared value, aligned financial objectives and the flexibility necessary to meet consumers' always changing needs and tastes, we work with our bottling partners to develop and implement an incidence-based concentrate pricing model. Under this model, the price we charge bottlers for concentrate they use to prepare and package finished products is impacted by a number of factors, including, but not limited to, the prices charged by the bottlers for such finished products, the channels in which they are sold and package mix. The amounts associated with the arrangements described above are defined as variable consideration under Accounting Standards Codification 606, *Revenue from Contracts with Customers* ("ASC 606") and an estimate of which is included in the transaction price as a component of net operating revenues in our condensed consolidated statement of income upon completion of our performance obligations. The total revenue recorded, including any variable consideration, cannot exceed the amount for which it is probable that a significant reversal will not occur when uncertainties related to variability are resolved. As a result, we are recognizing revenue based on our faithful depiction of the consideration that we expect to receive. In making our estimates of variable consideration, we consider past results and make significant assumptions related to: (1) customer sales volumes; (2) customer ending inventories; (3) customer selling price per unit; (4) selling channels; and (5) discount rates, rebates and other pricing allowances, as applicable. In gathering data to estimate our variable consideration, we generally calculate our estimates using a portfolio approach at the country and product line level rather than at the individual contract level. The result of making these estimates will impact the line items trade accounts receivable and accounts payable and accrued expenses in our condensed consolidated balance sheet. The actual amounts ultimately paid and/or received may be different from our estimates.

### **Income Taxes**

Our annual effective tax rate is based on our income and the tax laws in the various jurisdictions in which we operate. Significant judgment is required in determining our annual tax expense and in evaluating our tax positions. We establish reserves to remove some or all of the tax benefit of any of our tax positions at the time we determine that the position becomes uncertain based upon one of the following conditions: (1) the tax position is not "more likely than not" to be sustained; (2) the tax position is "more likely than not" to be sustained, but for a lesser amount; or (3) the tax position is "more likely than not" to be sustained, but not in the financial period in which the tax position was originally taken. For purposes of evaluating whether or not a tax position is uncertain, (1) we presume the tax position will be examined by the relevant taxing authority that has full knowledge of all relevant information; (2) the technical merits of a tax position are derived from authorities such as legislation and statutes, legislative intent, regulations, rulings and case law and their applicability to the facts and circumstances of the tax position; and (3) each tax position is evaluated without considerations of the possibility of offset or aggregation with other tax positions taken. We adjust these reserves, including any impact on the related interest and penalties, in light of changing facts and circumstances, such as the progress of a tax audit. Refer to the heading "Operations Review — Income Taxes" below and Note 15 of Notes to Condensed Consolidated Financial Statements.

On September 17, 2015, the Company received a Statutory Notice of Deficiency ("Notice") from the Internal Revenue Service ("IRS") for the tax years 2007 through 2009, after a five-year audit. In the Notice, the IRS claimed that the Company's United States taxable income should be increased by an amount that creates a potential additional federal income tax liability of approximately \$3.3 billion for the period, plus interest. No penalties were asserted in the Notice. The disputed amounts largely relate to a transfer pricing matter involving the appropriate amount of taxable income the Company should report in the United States in connection with its licensing of intangible property to certain related foreign licensees regarding the manufacturing, distribution, sale, marketing and promotion of products in overseas markets.

During the 2007-2009 audit period, the Company followed the same transfer pricing methodology for these licenses that had consistently been followed since the methodology was agreed with the IRS in a 1996 closing agreement that applied back to 1987. The closing agreement provided prospective penalty protection conditioned on the Company's continued adherence to the prescribed methodology absent change in material facts or circumstances or relevant federal tax law. Although the IRS subsequently asserted, without explanation, that material facts and circumstances and relevant federal tax law had changed, it

has not asserted penalties. The Company's compliance with the closing agreement was audited and confirmed by the IRS in five successive audit cycles covering the subsequent 11 years through 2006, with the last audit concluding as recently as 2009.

The Notice represents a repudiation of the methodology previously adopted in the 1996 closing agreement. The IRS designated the matter for litigation on October 15, 2015. To the extent the matter remains designated, the Company will be prevented from pursuing any administrative settlement at IRS Appeals or under the IRS Advance Pricing and Mutual Agreement Program.

The Company firmly believes that the IRS' claims are without merit and is pursuing, and will continue to pursue, all available administrative and judicial remedies necessary to vigorously defend its position. To that end, the Company filed a petition in the U.S. Tax Court on December 14, 2015, and the IRS filed its answer on February 12, 2016. On October 4, 2017, the IRS filed an amended answer to the Company's petition in which it increased its transfer pricing adjustment by \$385 million resulting in an additional tax adjustment of \$135 million.

On June 20, 2017, the Company filed a motion for summary judgment on the portion of the IRS' adjustments related to our licensee in Mexico. On December 14, 2017, the U.S. Tax Court issued a decision on the summary judgment motion in favor of the Company. This decision effectively reduced the IRS' potential tax adjustment by approximately \$138 million.

The U.S. Tax Court trial was held from March 8, 2018 through May 11, 2018. The Company and the IRS filed simultaneous opening and answering post-trial briefs in October 2018 and February 2019, respectively. The Company filed a subsequent brief in March 2019 to which the IRS responded in April 2019. It is not known how much time will elapse thereafter prior to the issuance of the Court's decision. In the interim, or subsequent to the Court's decision, the IRS may propose similar adjustments for years subsequent to the 2007-2009 litigation period. While the Company continues to strongly disagree with the IRS' position, there is no assurance that the Court will rule in the Company's favor, and it is possible that all or some portion of the adjustment proposed by the IRS Notice ultimately could be sustained. In that event, the Company will be subject to significant additional liabilities for the years at issue and potentially also for subsequent periods, which could have a material adverse impact on the Company's financial position, results of operations and cash flows.

The Company regularly assesses the likelihood of adverse outcomes resulting from tax disputes such as this and other examinations for all open years to determine the adequacy of its tax reserves. Any such adjustments related to years prior to 2018, either in the litigation period or later, may have an impact on the transition tax payable as part of the Tax Cuts and Jobs Act of 2017 (the "Tax Reform Act").

A number of years may elapse before a particular matter for which we have established a reserve is audited and finally resolved. The number of years subject to tax audits or tax assessments varies depending on the tax jurisdiction. The tax benefit that has been previously reserved because of a failure to meet the "more likely than not" recognition threshold would be recognized in our income tax expense in the first interim period when the uncertainty disappears under any one of the following conditions: (1) the tax position is "more likely than not" to be sustained; (2) the tax position, amount, and/or timing is ultimately settled through negotiation or litigation; or (3) the statute of limitations for the tax position has expired. Settlement of any particular issue would usually require the use of cash.

Tax law requires items to be included in the tax return at different times than when these items are reflected in the consolidated financial statements. As a result, the annual effective tax rate reflected in our consolidated financial statements is different from that reported in our tax return (our cash tax rate). Some of these differences are permanent, such as expenses that are not deductible in our tax return, and some differences reverse over time, such as depreciation expense. These timing differences create deferred tax assets and liabilities. Deferred tax assets and liabilities are determined based on temporary differences between the financial reporting and tax bases of assets and liabilities. The tax rates used to determine deferred tax assets and liabilities are the enacted tax rates in effect for the year and manner in which the differences are expected to reverse. Based on the evaluation of all available information, the Company recognizes future tax benefits, such as net operating loss carryforwards, to the extent that realizing these benefits is considered more likely than not.

We evaluate our ability to realize the tax benefits associated with deferred tax assets by analyzing our forecasted taxable income using both historical and projected future operating results; the reversal of existing taxable temporary differences; taxable income in prior carryback years (if permitted); and the availability of tax planning strategies. A valuation allowance is required to be established unless management determines that it is more likely than not that the Company will ultimately realize the tax benefit associated with a deferred tax asset. As of March 29, 2019, the Company's valuation allowances on deferred tax assets were \$436 million and were primarily related to uncertainties regarding the future realization of recorded tax benefits on tax loss carryforwards generated in various jurisdictions. Current evidence does not suggest we will realize sufficient taxable income of the appropriate character within the carryforward period to allow us to realize these deferred tax benefits. If we were to identify and implement tax planning strategies to recover these deferred tax assets or generate sufficient income of the appropriate character in these jurisdictions in the future, it could lead to the reversal of these valuation allowances and a

reduction of income tax expense. The Company believes it will generate sufficient future taxable income to realize the tax benefits related to the remaining deferred tax assets in our condensed consolidated balance sheet.

The Company does not record a U.S. deferred tax liability for the excess of the book basis over the tax basis of its investments in foreign subsidiaries to the extent that the basis difference, which primarily results from earnings, meets the indefinite reversal criteria. These criteria are met if the foreign subsidiary has invested, or will invest, the undistributed earnings indefinitely. The decision as to the amount of undistributed earnings that the Company intends to maintain in non-U.S. subsidiaries takes into account items including, but not limited to, forecasts and budgets of financial needs of cash for working capital, liquidity plans, capital improvement programs, merger and acquisition plans, and planned loans to other non-U.S. subsidiaries. The Company also evaluates its expected cash requirements in the United States. Other factors that can influence that determination are local restrictions on remittances (for example, in some countries a central bank application and approval are required in order for the Company's local country subsidiary to pay a dividend), economic stability and asset risk. Refer to Note 15 of Notes to Condensed Consolidated Financial Statements.

The Tax Reform Act was signed into law on December 22, 2017. Among other things, the Tax Reform Act reduced the U.S. federal corporate tax rate from 35.0 percent to 21.0 percent effective for tax years beginning after December 31, 2017, transitioned the U.S. method of taxation from a worldwide tax system to a modified territorial system, and required companies to pay a one-time transition tax over a period of eight years on the mandatory deemed repatriation of prescribed foreign earnings as of December 31, 2017.

The one-time transition tax was based on our total accumulated post-1986 prescribed foreign earnings and profits ("E&P") of approximately \$41 billion. Most of this amount was unremitted foreign earnings, upon which no U.S. federal or state income tax had been accrued, because they were considered to have been indefinitely reinvested. At December 31, 2017, following enactment of the Tax Reform Act, we recorded a provisional \$4.6 billion tax charge reflecting our best estimate of the one-time deemed repatriation tax liability as of December 31, 2017, and a \$0.6 billion provisional deferred tax liability related to foreign withholding taxes and state income taxes on earnings no longer considered to be indefinitely reinvested.

We also remeasured and adjusted certain deferred tax assets and liabilities based on the rates at which they are expected to reverse in the future, which is generally 21.0 percent. However, as of March 30, 2018, we were still analyzing certain aspects of the Tax Reform Act and refining our calculations. The provisional amount recorded related to the remeasurement and adjustments of our deferred tax balance was a tax benefit of \$1.6 billion. Upon further analyses of certain aspects of the Tax Reform Act and refinement of our calculations during the three months ended March 30, 2018, we adjusted our provisional amount by \$176 million in deferred tax expense, which was included as a component of income tax expense from continuing operations.

The Global Intangible Low-Taxed Income ("GILTI") provisions of the Tax Reform Act require the Company to include in its U.S. income tax return foreign subsidiary earnings in excess of an allowable return on the foreign subsidiary's tangible assets. An accounting policy election is available to either account for the tax effects of GILTI in the period that is subject to such taxes or to provide deferred taxes for book and tax basis differences that upon reversal may be subject to such taxes. We have elected to account for the tax effects of these provisions in the period that is subject to such tax and the impact is reflected in our current year and prior year provisions.

At the end of each interim period, we make our best estimate of the effective tax rate expected to be applicable for the full fiscal year. This estimate reflects, among other items, our best estimate of operating results and foreign currency exchange rates. Based on current tax laws, the Company's effective tax rate in 2019 is expected to be 19.5 percent before considering the potential impact of any significant operating and nonoperating items that may affect our effective tax rate.

## OPERATIONS REVIEW

Sales of our nonalcoholic ready-to-drink beverages are somewhat seasonal, with the second and third calendar quarters accounting for the highest sales volumes. The volume of sales in the beverage business may be affected by weather conditions.

### ***Structural Changes, Acquired Brands and Newly Licensed Brands***

In order to continually improve upon the Company's operating performance, from time to time, we engage in buying and selling ownership interests in bottling partners and other manufacturing operations. In addition, we also acquire brands or enter into license agreements for certain brands to supplement our beverage offerings. These items impact our operating results and certain key metrics used by management in assessing the Company's performance.

Unit case volume growth is a metric used by management to evaluate the Company's performance because it measures demand for our products at the consumer level. The Company's unit case volume represents the number of unit cases (or unit case equivalents) of Company beverage products directly or indirectly sold by the Company and its bottling partners to customers and, therefore, reflects unit case volume for both consolidated and unconsolidated bottlers. Refer to the heading "Beverage Volume" below.

Concentrate sales volume represents the amount of concentrates, syrups, beverage bases, source waters and powders/minerals (in all instances expressed in equivalent unit cases) sold by, or used in finished products sold by, the Company to its bottling partners or other customers. Refer to the heading "Beverage Volume" below.

Our Bottling Investments operating segment and our other finished product operations typically generate net operating revenues by selling sparkling soft drinks and a variety of other beverages, such as juices, juice drinks, sports drinks, waters, teas and coffees, to retailers or to distributors, wholesalers and bottling partners who distribute them to retailers. In addition, in the United States, we manufacture fountain syrups and sell them to fountain retailers such as restaurants and convenience stores who use the fountain syrups to produce beverages for immediate consumption, or to authorized fountain wholesalers or bottling partners who resell the fountain syrups to fountain retailers. For these consolidated finished product operations, we recognize the associated concentrate sales volume at the time the unit case or unit case equivalent is sold to the customer. Our concentrate operations typically generate net operating revenues by selling concentrates and syrups to authorized bottling operations. For these concentrate operations, we recognize concentrate revenue and concentrate sales volume when we sell concentrate and syrups to the authorized unconsolidated bottling operations, and we typically report unit case volume when finished products manufactured from the concentrates and syrups are sold to the customer. When we analyze our net operating revenues we generally consider the following four factors: (1) volume growth (concentrate sales volume or unit case volume, as applicable); (2) acquisitions and divestitures (including structural changes defined below), as applicable; (3) changes in price, product and geographic mix; and (4) foreign currency fluctuations. Refer to the heading "Net Operating Revenues" below.

We generally refer to acquisitions and divestitures of bottling and distribution operations as structural changes, which are a component of acquisitions and divestitures. Typically, structural changes do not impact the Company's unit case volume or concentrate sales volume on a consolidated basis or at the geographic operating segment level. We recognize unit case volume for all sales of Company beverage products, with the exception of Costa, regardless of our ownership interest in the bottling partner, if any. However, the unit case volume reported by our Bottling Investments operating segment is generally impacted by structural changes because it only includes the unit case volume of our consolidated bottling operations. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's acquisitions and divestitures.

"Acquired brands" refers to brands acquired during the past 12 months. Typically, the Company has not reported unit case volume or recognized concentrate sales volume related to acquired brands in periods prior to the closing of a transaction. Therefore, the unit case volume and concentrate sales volume from the sale of these brands is incremental to prior year volume. We do not generally consider acquired brands to be structural changes.

"Licensed brands" refers to brands not owned by the Company, but for which we hold certain rights, generally including, but not limited to, distribution rights, and from which we derive an economic benefit when these brands are ultimately sold. Typically, the Company has not reported unit case volume or recognized concentrate sales volume related to these brands in periods prior to the beginning of the term of a license agreement. Therefore, in the year that the licenses are entered into, the unit case volume and concentrate sales volume from the sale of these brands is incremental to prior year volume. We do not generally consider newly licensed brands to be structural changes.

In 2019, the Company acquired Costa. The impact of this acquisition has been included in acquisitions and divestitures in our analysis of net operating revenues on a consolidated basis as well as for the Global Ventures operating segment. We do not report unit case volume or concentrate sales volume for Costa.

In 2019, the Company acquired the remaining equity ownership interest in C.H.I. Limited ("CHI"). The impact of this acquisition has been included in acquisitions and divestitures in our analysis of net operating revenues on a consolidated basis as well as for the Europe, Middle East and Africa operating segment.

In 2018, the Company acquired a controlling interest in the Philippine bottling operations, which was previously accounted for as an equity method investee. The impact of this acquisition has been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for the Bottling Investments and Asia Pacific operating segments. The

Company also acquired a controlling interest in the franchise bottler in Oman. The impact of this acquisition has been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for the Bottling Investments operating segment.

In 2018, the Company refranchised our Canadian and Latin American bottling operations. The impact of these refranchising activities has been included as a structural change in our analysis of net operating revenues on a consolidated basis as well as for our North America, Latin America and Bottling Investments operating segments. In addition, for non-Company-owned and licensed brands sold in the Canadian refranchised territories for which the Company no longer reports unit case volume, we have eliminated the unit case volume from the base year when calculating 2019 versus 2018 volume growth rates on a consolidated basis as well as for the North America and Bottling Investments operating segments. Refer to the headings "Beverage Volume" and "Net Operating Revenues" below.

The Company sells concentrates and syrups to both consolidated and unconsolidated bottling partners. The ownership structure of our bottling partners impacts the timing of recognizing concentrate revenue and concentrate sales volume. When we sell concentrates or syrups to our consolidated bottling partners, we are not able to recognize the concentrate revenue or concentrate sales volume until the bottling partner has sold finished products manufactured from the concentrates or syrups to a third party or independent customer. When we sell concentrates or syrups to our unconsolidated bottling partners, we recognize the concentrate revenue and concentrate sales volume when the concentrates or syrups are sold to the bottling partner. The subsequent sale of the finished products manufactured from the concentrates or syrups to a third party or independent customer does not impact the timing of recognizing the concentrate revenue or concentrate sales volume. When we account for an unconsolidated bottling partner as an equity method investment, we eliminate the intercompany profit related to these transactions to the extent of our ownership interest until the equity method investee has sold finished products manufactured from the concentrates or syrups to a third party or independent customer.

### ***Beverage Volume***

We measure the volume of Company beverage products sold in two ways: (1) unit cases of finished products and (2) concentrate sales. As used in this report, "unit case" means a unit of measurement equal to 192 U.S. fluid ounces of finished beverage (24 eight-ounce servings); and "unit case volume" means the number of unit cases (or unit case equivalents) of Company beverage products directly or indirectly sold by the Company and its bottling partners to customers. Unit case volume primarily consists of beverage products bearing Company trademarks. Also included in unit case volume are certain products licensed to, or distributed by, our Company, and brands owned by Coca-Cola system bottlers for which our Company provides marketing support and from the sale of which we derive economic benefit. In addition, unit case volume includes sales by certain joint ventures in which the Company has an equity interest. We believe unit case volume is one of the measures of the underlying strength of the Coca-Cola system because it measures trends at the consumer level. The unit case volume numbers used in this report are derived based on estimates received by the Company from its bottling partners and distributors. Concentrate sales volume represents the amount of concentrates, syrups, beverage bases, source waters and powders/minerals (in all instances expressed in equivalent unit cases) sold by, or used in finished beverages sold by, the Company to its bottling partners or other customers. Unit case volume and concentrate sales volume growth rates are not necessarily equal during any given period. Factors such as seasonality, bottlers' inventory practices, supply point changes, timing of price increases, new product introductions and changes in product mix can impact unit case volume and concentrate sales volume and can create differences between unit case volume and concentrate sales volume growth rates. In addition to the items mentioned above, the impact of unit case volume from certain joint ventures in which the Company has an equity interest but to which the Company does not sell concentrates, syrups, beverage bases, source waters or powders/minerals may give rise to differences between unit case volume and concentrate sales volume growth rates. The Company does not report unit case volume or concentrate sales volume for Costa, a component of the Global Ventures operating segment.

Information about our volume growth worldwide and by operating segment is as follows:

|                              | Percent Change 2019 versus 2018   |                                |
|------------------------------|-----------------------------------|--------------------------------|
|                              | Three Months Ended March 29, 2019 |                                |
|                              | Unit Cases <sup>1,2,3</sup>       | Concentrate Sales <sup>4</sup> |
| Worldwide                    | 2 %                               | 1 %                            |
| Europe, Middle East & Africa | 2 %                               | 4 % <sup>6</sup>               |
| Latin America                | (1)                               | (3)                            |
| North America                | (1)                               | (2) <sup>7</sup>               |
| Asia Pacific                 | 7                                 | 1 <sup>8</sup>                 |
| Global Ventures              | 1                                 | (2)                            |
| Bottling Investments         | 16 <sup>5</sup>                   | N/A                            |

<sup>1</sup> Bottling Investments operating segment data reflects unit case volume growth for consolidated bottlers only.

<sup>2</sup> Geographic and Global Ventures operating segment data reflects unit case volume growth for all bottlers, both consolidated and unconsolidated, and distributors in the applicable geographic areas.

<sup>3</sup> Unit case volume percent change is based on average daily sales. Unit case volume growth based on average daily sales is computed by comparing the average daily sales in each of the corresponding periods. Average daily sales are the unit cases sold during the period divided by the number of days in the period.

<sup>4</sup> Concentrate sales volume represents the amount of concentrates, syrups, beverage bases, source waters and powders/minerals (in all instances expressed in equivalent unit cases) sold by, or used in finished beverages sold by, the Company to its bottling partners or other customers and is not based on average daily sales. Each of our interim reporting periods, other than the fourth interim reporting period, ends on the Friday closest to the last day of the corresponding quarterly calendar period. As a result, the first quarter of 2019 had one less day when compared to the first quarter of 2018, and the fourth quarter of 2019 will have one additional day when compared to the fourth quarter of 2018.

<sup>5</sup> After considering the impact of structural changes, unit case volume for Bottling Investments for the three months ended March 29, 2019 grew 7 percent.

<sup>6</sup> Due to uncertainties related to the United Kingdom's impending withdrawal from the European Union ("Brexit"), our bottling partners in certain European markets increased their concentrate inventory levels above their normal optimal levels. We estimate that approximately 4 percent of Europe, Middle East and Africa's concentrate sales growth was a result of this activity. We currently expect the concentrate inventory levels of these bottlers to return to optimal levels throughout 2019.

<sup>7</sup> After considering the impact of structural changes, concentrate sales volume for North America for the three months ended March 29, 2019 declined 3 percent.

<sup>8</sup> After considering the impact of structural changes, concentrate sales volume for Asia Pacific for the three months ended March 29, 2019 grew 6 percent.

#### **Unit Case Volume**

Although a significant portion of our Company's revenues is not based directly on unit case volume, we believe unit case volume is one of the measures of the underlying strength of the Coca-Cola system because it measures trends at the consumer level. The unit case volume for 2019 and 2018 reflects the impact of the transfer of distribution rights with respect to non-Company-owned brands that were previously licensed to us in our Canadian bottling territories that have since been refranchised. The Company eliminated the unit case volume related to this structural change from the base year when calculating the volume growth rates. Refer to the heading "Structural Changes, Acquired Brands and Newly Licensed Brands" above.

#### *Three Months Ended March 29, 2019 versus Three Months Ended March 30, 2018*

Unit case volume in Europe, Middle East and Africa grew 2 percent, which included growth of 1 percent in sparkling soft drinks and 8 percent in water, enhanced water and sports drinks. Growth in sparkling soft drinks was primarily driven by Trademark Coke. The group reported increases in unit case volume in the Western Europe; Central & Eastern Europe; Turkey, Caucasus & Central Asia; and West Africa business units. The increases in these business units were partially offset by decreases in the Middle East & North Africa and South & East Africa business units. Growth in the Western Europe business unit was primarily driven by sparkling soft drinks.

In Latin America, unit case volume declined 1 percent, which included a 2 percent decline in sparkling soft drinks, partially offset by growth of 2 percent in water, enhanced water and sports drinks. The group's volume reflected a decline of 7 percent and 1 percent in the South Latin and Mexico business units, respectively, partially offset by growth of 5 percent in the Brazil business unit.

Unit case volume in North America declined 1 percent, reflecting a 2 percent decline in sparkling soft drinks. The group's sparkling soft drinks volume included a decline of 1 percent in Trademark Coca-Cola. The decline in sparkling soft drinks was partially offset by 1 percent growth in water, enhanced water and sports drinks.

In Asia Pacific, unit case volume grew 7 percent, reflecting 7 percent growth in sparkling soft drinks and 11 percent growth in water, enhanced water and sports drinks. Growth in sparkling soft drinks volume included 8 percent growth in Trademark Coca-Cola, 10 percent growth in Trademark Fanta and 6 percent growth in Trademark Sprite. Volume within the water, enhanced water and sports drinks category cluster included growth of 13 percent in packaged water. The group's volume reflects growth of 8 percent in the Greater China & Korea business unit, 14 percent in the ASEAN business unit and 6 percent in the India & South West Asia business unit. The growth in these business units was partially offset by a decline of 3 percent in the South Pacific business unit. Volume in the Japan business unit was even.

Unit case volume for Global Ventures, excluding Costa for which we do not report unit case volume, grew 1 percent, which included growth of 9 percent in juice, dairy and plant-based beverages and growth in energy drinks, partially offset by a decline in tea.

Unit case volume for Bottling Investments grew 16 percent. This increase primarily reflects the impact of the recent acquisition of a controlling interest in the Philippine bottling operations as well as growth in India.

#### **Concentrate Sales Volume**

During the three months ended March 29, 2019, worldwide unit case volume grew 2 percent and concentrate sales volume grew 1 percent compared to the three months ended March 30, 2018. Concentrate sales volume growth is calculated based on the amount of concentrate sold during the reporting periods, which is impacted by the number of days. Conversely, unit case volume growth is calculated based on average daily sales, which is not impacted by the number of days in the reporting periods. The first quarter of 2019 had one less day when compared to the first quarter of 2018, which contributed to the differences between unit case volume and concentrate sales volume growth rates on a consolidated basis and for the individual operating segments during the three months ended March 29, 2019. In addition, the differences between unit case volume and concentrate sales volume growth rates during the three months ended March 29, 2019 were due to the timing of concentrate shipments (including shipments resulting from uncertainties due to Brexit), structural changes and the impact of unit case volume from certain joint ventures in which the Company has an equity interest but to which the Company does not sell concentrates, syrups, beverage bases, source waters or powders/minerals.

#### **Net Operating Revenues**

During the three months ended March 29, 2019, net operating revenues were \$8,020 million, compared to \$7,626 million during the three months ended March 30, 2018, an increase of \$394 million, or 5 percent.

The following table illustrates, on a percentage basis, the estimated impact of key factors resulting in the increase (decrease) in net operating revenues on a consolidated basis and for each of our operating segments:

|                              | Percent Change 2019 versus 2018 |                             |                                 |                       | Total |
|------------------------------|---------------------------------|-----------------------------|---------------------------------|-----------------------|-------|
|                              | Volume <sup>1</sup>             | Acquisitions & Divestitures | Price, Product & Geographic Mix | Currency Fluctuations |       |
| Consolidated                 | 1%                              | 5%                          | 5%                              | (6)%                  | 5%    |
| Europe, Middle East & Africa | 4%                              | 3%                          | 10%                             | (12)%                 | 5%    |
| Latin America                | (3)                             | —                           | 9                               | (16)                  | (10)  |
| North America                | (3)                             | —                           | 4                               | —                     | 1     |
| Asia Pacific                 | 6                               | (3)                         | (2)                             | (3)                   | (2)   |
| Global Ventures              | (2)                             | 222                         | 3                               | (22)                  | 201   |
| Bottling Investments         | 6                               | (9)                         | 3                               | (5)                   | (5)   |

<sup>1</sup> Represents the percent change in net operating revenues attributable to the increase (decrease) in concentrate sales volume for our geographic operating segments and our Global Ventures operating segment (excluding Costa) (expressed in equivalent unit cases) after considering the impact of acquisitions and divestitures. For our Bottling Investments operating segment, this represents the percent change in net operating revenues attributable to the increase (decrease) in unit case volume computed by comparing the total sales (rather than the average daily sales) in each of the corresponding periods after considering the impact of structural changes. Our Bottling Investments operating segment data reflects unit case volume growth for consolidated bottlers only after considering the impact of structural changes. Refer to the heading "Beverage Volume" above.

Refer to the heading "Beverage Volume" above for additional information related to changes in our unit case and concentrate sales volumes.



"Acquisitions and divestitures" refers to acquisitions and divestitures of brands or businesses, some of which the Company considers to be structural changes. Refer to the heading "Structural Changes, Acquired Brands and Newly Licensed Brands" above for additional information related to the structural changes.

"Price, product and geographic mix" refers to the change in net operating revenues caused by factors such as price changes, the mix of products and packages sold, and the mix of channels and geographic territories where the sales occurred.

Price, product and geographic mix had a 5 percent favorable impact on our consolidated net operating revenues. Price, product and geographic mix was impacted by a variety of factors and events including, but not limited to, the following:

- Europe, Middle East and Africa — favorable price mix across most markets and favorable geographic mix primarily from the timing of concentrate shipments as a result of certain bottlers increasing their concentrate inventories due to uncertainties related to Brexit;
- Latin America — favorable price mix in all four of the segment's business units and the impact of inflationary environments in certain markets;
- North America — favorable pricing initiatives;
- Asia Pacific — unfavorable geographic mix;
- Global Ventures — favorable product mix; and
- Bottling Investments — favorable price, product and package mix in certain bottling operations and favorable geographic mix.

We estimate that revenue recognized on incremental concentrate shipments related to Brexit was approximately \$100 million during the three months ended March 29, 2019.

Fluctuations in foreign currency exchange rates decreased our consolidated net operating revenues by 6 percent. This unfavorable impact was primarily due to a stronger U.S. dollar compared to certain foreign currencies, including the euro, British pound sterling, Japanese yen, Mexican peso, Brazilian real, South African rand and Australian dollar, which had an unfavorable impact on all of our operating segments. Refer to the heading "Liquidity, Capital Resources and Financial Position — Foreign Exchange" below.

Net operating revenue growth rates are impacted by sales volume; acquisitions and divestitures; price, product and geographic mix; and foreign currency fluctuations. The size and timing of acquisitions and divestitures are not consistent from period to period. The Company currently expects acquisitions and divestitures to have a favorable impact of 8 percent to 9 percent on 2019 full year net operating revenues. Based on current spot rates and our hedging coverage in place, we expect currencies will have an unfavorable impact on net operating revenues through the end of the year.

#### ***Gross Profit Margin***

As a result of our finished goods operations, which are primarily included in our North America and Bottling Investments operating segments, the following inputs represent a substantial portion of the Company's total cost of goods sold: (1) sweeteners, (2) metals, (3) juices and (4) polyethylene terephthalate ("PET"). The Company enters into hedging activities related to certain commodities in order to mitigate a portion of the price risk associated with forecasted purchases. Many of the derivative financial instruments used by the Company to mitigate the risk associated with these commodity exposures, including any related foreign currency exposure, do not qualify for hedge accounting. As a result, the changes in fair value of these derivative instruments are included as a component of net income in each reporting period. During the three months ended March 29, 2019, the Company recorded a net gain of \$19 million related to these derivative instruments in the line item cost of goods sold in our condensed consolidated statement of income. Refer to Note 6 of Notes to Condensed Consolidated Financial Statements.

Our gross profit margin decreased to 62.7 percent for the three months ended March 29, 2019, compared to 64.1 percent for the three months ended March 30, 2018. This decrease was primarily due to the impact of structural changes as well as the unfavorable impact of foreign currency exchange rate fluctuations.

### ***Selling, General and Administrative Expenses***

The following table sets forth the significant components of selling, general and administrative expenses (in millions):

|   | Three Months Ended |                   |
|---|--------------------|-------------------|
|   | March 29,<br>2019  | March 30,<br>2018 |
| Stock-based compensation expense                    | \$ 40              | \$ 72             |
| Advertising expenses                                | 953                | 959               |
| Selling and distribution expenses                   | 555                | 454               |
| Other operating expenses                            | 1,019              | 1,056             |
| <b>Selling, general and administrative expenses</b> | <b>\$ 2,567</b>    | <b>\$ 2,541</b>   |

During the three months ended March 29, 2019, selling, general and administrative expenses increased \$26 million, or 1 percent, versus the prior year comparable period. The increase was primarily the result of acquisitions and divestitures, partially offset by a foreign currency exchange rate impact of 5 percent.

During the three months ended March 29, 2019, foreign currency exchange rate fluctuations decreased advertising expenses by 6 percent.

The increase in selling and distribution expenses during the three months ended March 29, 2019 was primarily due to the impact of structural changes, partially offset by the impact of one less day in the quarter and the impact of foreign currency exchange rate fluctuations.

The decrease in other operating expenses during the three months ended March 29, 2019 reflects the impact of structural changes and savings from our productivity initiatives.

As of March 29, 2019, we had \$371 million of total unrecognized compensation cost related to nonvested stock-based compensation arrangements granted under our plans, which we expect to recognize over a weighted-average period of 2.6 years as stock-based compensation expense. This expected cost does not include the impact of any future stock-based compensation awards.

### ***Other Operating Charges***

Other operating charges incurred by operating segment and Corporate were as follows (in millions):

|                              | Three Months Ended |                   |
|------------------------------|--------------------|-------------------|
|                              | March 29,<br>2019  | March 30,<br>2018 |
| Europe, Middle East & Africa | \$ 1               | \$ 2              |
| Latin America                | —                  | 2                 |
| North America                | 17                 | 52                |
| Asia Pacific                 | —                  | —                 |
| Global Ventures              | —                  | —                 |
| Bottling Investments         | 13                 | 441               |
| Corporate                    | 96                 | 39                |
| <b>Total</b>                 | <b>\$ 127</b>      | <b>\$ 536</b>     |

During the three months ended March 29, 2019, the Company recorded other operating charges of \$127 million. These charges primarily consisted of \$68 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$46 million of transaction costs associated with the purchase of Costa, which we acquired in January 2019, and \$11 million for costs incurred to rebrand certain of our North America bottling operations. Costs related to rebranding include, among other items, internal and external costs for individuals directly working on the rebranding efforts, severance, and costs associated with the implementation of information technology systems to facilitate consistent data standards and availability throughout our North America bottling system. Other operating charges also included \$2 million related to tax litigation expense. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the acquisition of Costa. Refer to Note 9 of Notes to Condensed Consolidated Financial Statements for additional information related to the tax litigation. Refer to Note 13 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's productivity and reinvestment program. Refer to Note 17 of Notes to Condensed Consolidated Financial Statements for the impact these charges had on our operating segments and Corporate.

During the three months ended March 30, 2018, the Company recorded other operating charges of \$536 million. These charges primarily consisted of \$390 million of CCR asset impairments and \$95 million related to the Company's productivity and reinvestment program. In addition, other operating charges included \$45 million related to costs incurred to rebrand certain of our North America bottling operations. Refer to Note 13 of Notes to Condensed Consolidated Financial Statements for additional information on the Company's productivity and reinvestment program. Refer to Note 16 of Notes to Condensed Consolidated Financial Statements for information on how the Company determined the asset impairment charges. Refer to Note 17 of Notes to Condensed Consolidated Financial Statements for the impact these charges had on our operating segments and Corporate.

### Operating Income and Operating Margin

Information about our operating income contribution by operating segment and Corporate on a percentage basis is as follows:

|                              | Three Months Ended |                   |
|------------------------------|--------------------|-------------------|
|                              | March 29,<br>2019  | March 30,<br>2018 |
| Europe, Middle East & Africa | 41.9%              | 50.5%             |
| Latin America                | 21.3               | 31.5              |
| North America                | 25.1               | 27.8              |
| Asia Pacific                 | 23.2               | 31.0              |
| Global Ventures              | 2.8                | 1.6               |
| Bottling Investments         | —                  | (25.5)            |
| Corporate                    | (14.3)             | (16.9)            |
| Total                        | 100.0%             | 100.0%            |

Information about our operating margin on a consolidated basis and by operating segment and Corporate is as follows:

|                              | Three Months Ended |                   |
|------------------------------|--------------------|-------------------|
|                              | March 29,<br>2019  | March 30,<br>2018 |
| Consolidated                 | 29.1%              | 23.7%             |
| Europe, Middle East & Africa | 55.2%              | 54.2%             |
| Latin America                | 55.4               | 58.4              |
| North America                | 21.9               | 19.4              |
| Asia Pacific                 | 51.2               | 50.7              |
| Global Ventures              | 11.2               | 14.9              |
| Bottling Investments         | 0.1                | (43.9)            |
| Corporate                    | *                  | *                 |

\* Calculation is not meaningful.

During the three months ended March 29, 2019, operating income was \$2,336 million, compared to \$1,811 million during the three months ended March 30, 2018, an increase of \$525 million, or 29 percent.

Operating income for the three months ended March 29, 2019 was favorably impacted by the timing of concentrate shipments, price mix, lower other operating charges and the impact of acquisitions and divestitures. These favorable impacts were partially offset by the impact of unfavorable foreign currency exchange rate fluctuations.

During the three months ended March 29, 2019, fluctuations in foreign currency exchange rates unfavorably impacted consolidated operating income by 15 percent due to a stronger U.S. dollar compared to certain foreign currencies, including the euro, British pound sterling, Japanese yen, Mexican peso, Brazilian real, South African rand and Australian dollar, which had an unfavorable impact on all of our operating segments. Refer to the heading "Liquidity, Capital Resources and Financial Position — Foreign Exchange" below.

The Company's Europe, Middle East and Africa segment reported operating income of \$978 million and \$914 million for the three months ended March 29, 2019 and March 30, 2018, respectively. Operating income for the segment reflects concentrate sale volume growth of 4 percent, which included additional concentrate shipments resulting from certain of our European bottling partners increasing concentrate inventory levels due to uncertainties related to Brexit, and favorable price, product and geographic mix, partially offset by an unfavorable foreign currency exchange rate impact of 15 percent.

Latin America reported operating income of \$496 million and \$571 million for the three months ended March 29, 2019 and March 30, 2018, respectively. Operating income for the segment was unfavorably impacted by a concentrate sales volume decline of 3 percent and an unfavorable foreign currency exchange rate impact of 20 percent, partially offset by favorable price mix.

Operating income for North America for the three months ended March 29, 2019 and March 30, 2018 was \$586 million and \$503 million, respectively. The increase in operating income was primarily driven by favorable price mix, lower other operating charges and lower operating expenses as a result of productivity initiatives. These favorable impacts were partially offset by a decline in concentrate sale volume of 2 percent.

Asia Pacific's operating income for the three months ended March 29, 2019 and March 30, 2018 was \$542 million and \$562 million, respectively. The decrease in operating income was driven by an unfavorable foreign currency exchange rate impact of 3 percent, unfavorable price and geographic mix, and the impact of structural changes. These unfavorable impacts were partially offset by concentrate sales volume growth of 1 percent.

Global Ventures operating income for the three months ended March 29, 2019 and March 30, 2018 was \$66 million and \$29 million, respectively. Operating income for the segment was favorably impacted by the acquisition of Costa.

Operating income for our Bottling Investments segment for the three months ended March 29, 2019 was \$1 million compared to an operating loss of \$461 million for the three months ended March 30, 2018. Operating income in 2019 was impacted by lower other operating charges, unit case sales volume growth of 16 percent and favorable price mix.

Corporate's operating loss for the three months ended March 29, 2019 and March 30, 2018 was \$333 million and \$307 million, respectively. Operating loss in 2019 was unfavorably impacted by higher other operating charges, partially offset by savings from our productivity initiatives.

Based on current spot rates and our hedging coverage in place, we expect currencies will have an unfavorable impact on operating income through the end of the year.

#### ***Interest Income***

During the three months ended March 29, 2019, interest income was \$129 million, compared to \$165 million during the three months ended March 30, 2018, a decrease of \$36 million, or 22 percent. This decrease was driven by lower investment balances due to liquidating a portion of our short-term investments in connection with the acquisition of Costa. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.

#### ***Interest Expense***

During the three months ended March 29, 2019, interest expense was \$232 million, compared to \$230 million during the three months ended March 30, 2018, an increase of \$2 million, or 1 percent. This increase was primarily due to the impact of higher short-term U.S. interest rates, which was offset by lower average short-term borrowings as well as lower current maturities of long-term debt.

#### ***Equity Income (Loss) — Net***

During the three months ended March 29, 2019, equity income was \$133 million, compared to equity income of \$142 million during the three months ended March 30, 2018, a decrease of \$9 million, or 6 percent. This decrease reflects, among other things, the impacts of the sale of our equity ownership interest in Corporación Lindley S.A. and the sale of a portion of our equity ownership interest in Embotelladora Andina S.A. ("Andina"), as well as the unfavorable impact of foreign currency exchange rate fluctuations. In addition, the Company recorded net charges of \$42 million and \$51 million in the line item equity income (loss) — net during the three months ended March 29, 2019 and March 30, 2018, respectively. These amounts represent the Company's proportionate share of significant operating and nonoperating items recorded by certain of our equity method investees.

#### ***Other Income (Loss) — Net***

Other income (loss) — net includes, among other things, the impact of foreign currency exchange gains and losses; dividend income; rental income; gains and losses related to the disposal of property, plant and equipment; gains and losses related to business combinations and disposals; non-service cost components of net periodic benefit cost for pension and postretirement benefit plans; other benefit plan charges and credits; realized and unrealized gains and losses on equity securities and trading debt securities; and realized gains and losses on available-for-sale debt securities. The foreign currency exchange gains and losses are primarily the result of the remeasurement of monetary assets and liabilities from certain currencies into functional currencies. The effects of the remeasurement of these assets and liabilities are partially offset by the impact of our economic hedging program for certain exposures on our condensed consolidated balance sheet. Refer to Note 6 of Notes to Condensed Consolidated Financial Statements.

During the three months ended March 29, 2019, other income (loss) — net was a loss of \$234 million. The Company recognized an other-than-temporary impairment charge of \$286 million related to CCBJHI, an equity method investee. The Company also recognized a \$121 million loss in conjunction with our acquisition of the remaining equity ownership interest in CHI and a \$57 million other-than-temporary impairment charge related to one of our equity method investees in North America. Additionally, the Company recognized net charges of \$4 million due to the refranchising of certain bottling territories in North America and charges of \$4 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of comprehensive beverage agreement ("CBA") with additional requirements. These charges were partially offset by a net gain of \$149 million related to realized and unrealized gains and losses on equity securities and trading debt securities as well as realized gains and losses on available-for-sale debt securities, a

gain of \$39 million related to the sale of a portion of our equity ownership interest in Andina and a gain of \$34 million related to economic hedging activities. Other income (loss) — net also included income of \$25 million related to the non-service cost components of net periodic benefit cost and \$11 million of dividend income, partially offset by net foreign currency exchange losses of \$24 million. None of the other items included in other income (loss) — net during the three months ended March 29, 2019 was individually significant. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on refranchising activities, the North America conversion payments, the acquisition of the remaining equity ownership interest in CHI and the sale of a portion of our equity ownership interest in Andina. Refer to Note 4 of Notes to Condensed Consolidated Financial Statements for additional information on equity and debt securities. Refer to Note 6 of Notes to Condensed Consolidated Financial Statements for information on economic hedging activities. Refer to Note 16 of Notes to Condensed Consolidated Financial Statements for information on how the Company determined the impairment charges and the loss recognized in conjunction with our acquisition of the remaining equity ownership interest in CHI. Refer to Note 17 of Notes to Condensed Consolidated Financial Statements for the impact these items had on our operating segments and Corporate.

During the three months ended March 30, 2018, other income (loss) — net was a loss of \$55 million. The Company recorded a net loss of \$85 million related to realized and unrealized gains and losses on equity securities and trading debt securities as well as realized gains and losses on available-for-sale debt securities and a net loss of \$33 million primarily related to the reversal of the cumulative translation adjustments resulting from the substantial liquidation of the Company's former Russian juice operations. The Company also recorded charges of \$19 million primarily related to payments made to convert the bottling agreements for certain North America bottling partners' territories to a single form of CBA with additional requirements. Other income (loss) — net also included income of \$59 million related to the non-service cost components of net periodic benefit cost and \$18 million of dividend income, partially offset by net foreign currency exchange losses of \$16 million. None of the other items included in other income (loss) — net during the three months ended March 30, 2018 was individually significant. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the North America conversion payments. Refer to Note 4 of Notes to Condensed Consolidated Financial Statements for additional information on our equity and debt securities. Refer to Note 17 of Notes to Condensed Consolidated Financial Statements for the impact these items had on our operating segments and Corporate.

### ***Income Taxes***

The Company recorded income taxes from continuing operations of \$486 million (22.8 percent effective tax rate) and \$506 million (27.6 percent effective tax rate) during the three months ended March 29, 2019 and March 30, 2018, respectively.

The Company's effective tax rate for the three months ended March 29, 2019 and March 30, 2018 varies from the statutory federal income tax rate of 21.0 percent primarily due to the tax impact of significant operating and nonoperating items, along with the tax benefits of having significant operations outside the United States and significant earnings generated in investments accounted for under the equity method of accounting, both of which are generally taxed at rates lower than the U.S. statutory rate.

The Company's effective tax rate for the first quarter of 2019 was lower compared to the first quarter of 2018 primarily due to \$176 million of additional tax expense in 2018 to adjust our provisional tax estimate recorded as of December 31, 2017, related to the Tax Reform Act signed into law on December 22, 2017.

On September 17, 2015, the Company received a Statutory Notice of Deficiency from the IRS for the tax years 2007 through 2009, after a five-year audit. Refer to Note 9 of Notes to Condensed Consolidated Financial Statements.

## **LIQUIDITY, CAPITAL RESOURCES AND FINANCIAL POSITION**

We believe our ability to generate cash flows from operating activities is one of our fundamental financial strengths. Refer to the heading "Cash Flows from Operating Activities" below. The near-term outlook for our business remains strong, and we expect to generate substantial cash flows from operations in 2019. As a result of our expected cash flows from operations, we have significant flexibility to meet our financial commitments. The Company does not typically raise capital through the issuance of stock. Instead, we use debt financing to lower our overall cost of capital and increase our return on shareholders' equity. Refer to the heading "Cash Flows from Financing Activities" below. We have a history of borrowing funds both domestically and internationally at reasonable interest rates, and we expect to be able to do so in the future. Our debt financing includes the use of an extensive commercial paper program as part of our overall cash management strategy. The Company reviews its optimal mix of short-term and long-term debt regularly and may replace certain amounts of commercial paper, short-term debt and current maturities of long-term debt with new issuances of long-term debt in the future. The Company's cash, cash equivalents, short-term investments and marketable securities totaled \$11.9 billion as of March 29, 2019. In addition to these funds, our commercial paper program and our ability to issue long-term debt, we had \$8,600 million in lines of credit for general corporate purposes as of March 29, 2019. These backup lines of credit expire at various times from 2019 through 2022.

Based on all of the aforementioned factors, the Company believes its current liquidity position is strong, and we will continue to be sufficient to fund our operating activities and cash commitments for investing and financing activities for the foreseeable future.

#### ***Cash Flows from Operating Activities***

Net cash provided by operating activities for the three months ended March 29, 2019 and March 30, 2018 was \$699 million and \$613 million, respectively, an increase of \$86 million, or 14 percent. This increase was primarily driven by operating income growth, the acquisition of Costa in January 2019 and the efficient management of working capital, partially offset by the impact of refranchising bottling operations and the unfavorable impact of foreign currency exchange rate fluctuations.

#### ***Cash Flows from Investing Activities***

Net cash used in investing activities for the three months ended March 29, 2019 was \$4,315 million, compared to net cash provided by investing activities of \$1,321 million during the prior year comparable period.

#### ***Purchases of Investments and Proceeds from Disposals of Investments***

During the three months ended March 29, 2019, purchases of investments were \$1,062 million and proceeds from disposals of investments were \$1,994 million, resulting in a net cash inflow of \$932 million. During the three months ended March 30, 2018, purchases of investments were \$2,669 million and proceeds from disposals of investments were \$4,379 million, resulting in a net cash inflow of \$1,710 million. This activity represents the purchases of and proceeds related to our short-term investments that were made as part of the Company's overall cash management strategy as well as our insurance captive investments. Refer to Note 4 of Notes to Condensed Consolidated Financial Statements for additional information.

#### ***Acquisitions of Businesses, Equity Method Investments and Nonmarketable Securities***

During the three months ended March 29, 2019, the Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$5,201 million, which primarily related to the acquisition of Costa and the remaining interest in CHI. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.

During the three months ended March 30, 2018, the Company's acquisitions of businesses, equity method investments and nonmarketable securities totaled \$183 million, which primarily related to the acquisition of additional interests in the Company's franchise bottlers in the United Arab Emirates and in Oman, both of which were equity method investees. As a result of the additional interest in the Oman bottler, we obtained a controlling interest, resulting in its consolidation. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.

#### ***Proceeds from Disposals of Businesses, Equity Method Investments and Nonmarketable Securities***

During the three months ended March 29, 2019, proceeds from disposals of businesses, equity method investments and nonmarketable securities were \$261 million, which primarily related to the proceeds from the sale of a portion of our equity ownership interest in Andina.

During the three months ended March 30, 2018, proceeds from disposals of businesses, equity method investments and nonmarketable securities were \$3 million, which related to proceeds from the refranchising of our U.S. Virgin Islands bottling territories. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information.

#### ***Purchases of Property, Plant and Equipment***

Purchases of property, plant and equipment net of disposals for the three months ended March 29, 2019 and March 30, 2018 were \$338 million and \$231 million, respectively.

The Company currently expects our 2019 full year capital expenditures related to continuing operations to be approximately \$2.0 billion as we continue to make investments to enable growth in our business and further enhance our operational effectiveness.

#### ***Cash Flows from Financing Activities***

Our financing activities include net borrowings, issuances of stock, share repurchases and dividends. Net cash provided by financing activities during the three months ended March 29, 2019 and March 30, 2018 was \$285 million and \$284 million, respectively, an increase of \$1 million.

### *Debt Financing*

Issuances and payments of debt included both short-term and long-term financing activities. During the three months ended March 29, 2019, the Company had issuances of debt of \$10,119 million, which included \$6,199 million of net issuances related to commercial paper and short-term debt with maturities greater than 90 days, and long-term debt issuances of \$3,920 million, net of related discounts and issuance costs.

The Company made payments of debt of \$9,656 million during the three months ended March 29, 2019, which included \$4,738 million of payments of commercial paper and short-term debt with maturities greater than 90 days, \$3,220 million of payments of commercial paper and short-term debt with maturities less than 90 days and payments of long-term debt of \$1,698 million.

During the three months ended March 29, 2019, the Company issued euro-denominated debt totaling €3,500 million. The carrying value of this debt as of March 29, 2019 was \$3,906 million. The general terms of the notes issued are as follows:

- €750 million total principal amount of notes due 2021, at a variable interest rate equal to the three-month Euro Interbank Offered Rate ("EURIBOR") plus 0.20 percent;
- €1,000 million total principal amount of notes due 2022, at a fixed interest rate of 0.125 percent;
- €1,000 million total principal amount of notes due 2026, at a fixed interest rate of 0.75 percent; and
- €750 million total principal amount of notes due 2031, at a fixed interest rate of 1.25 percent.

During the three months ended March 29, 2019, the Company retired upon maturity €1,500 million total principal amount of notes due March 8, 2019 at a variable interest rate equal to the three-month EURIBOR plus 0.25 percent.

As of March 29, 2019, the carrying value of the Company's long-term debt included \$206 million of fair value adjustments related to the remaining debt assumed in connection with our acquisition of Coca-Cola Enterprises Inc.'s former North America business ("Old CCE"). These fair value adjustments will be amortized over a weighted-average period of approximately 19 years, which is equal to the weighted-average maturity of the assumed debt to which these fair value adjustments relate. The amortization of these fair value adjustments will be a reduction of interest expense in future periods, which will typically result in our interest expense being less than the actual interest paid to service the debt.

### *Issuances of Stock*

During the three months ended March 29, 2019, the Company received cash proceeds from issuances of stock of \$190 million, a decrease of \$287 million when compared to cash proceeds from issuances of stock of \$477 million during the three months ended March 30, 2018. This decrease was primarily due to a decrease in the exercise of stock options by Company employees.

### *Share Repurchases*

During the three months ended March 29, 2019, the Company repurchased 8.7 million shares of common stock under the share repurchase plan authorized by our Board of Directors. These shares were repurchased at an average cost of \$45.81 per share, for a total cost of \$398 million. However, due to the timing of settlements, the total cash outflow for treasury stock purchases was \$397 million during the three months ended March 29, 2019. The total cash outflow for treasury stock during the first three months of 2019 includes treasury stock that was purchased and settled during the three months ended March 29, 2019, however, it does not include treasury stock that was purchased but did not settle during the three months ended March 29, 2019. In addition to shares repurchased, the Company's treasury stock activity also includes shares surrendered to the Company to pay the exercise price and/or to satisfy tax withholding obligations in connection with so-called stock swap exercises of employee stock options and/or the vesting of restricted stock issued to employees. The net impact of the Company's issuances of stock and share repurchases during the three months ended March 29, 2019 resulted in a net cash outflow of \$207 million. In 2019, we expect to repurchase shares to offset dilution resulting from employee stock-based compensation plans.

### *Dividends*

During the three months ended March 29, 2019 and March 30, 2018, the Company did not make any cash payments for dividends. The Company paid the first quarter dividend in both 2019 and 2018 during the first week of April.

Our Board of Directors approved the Company's regular quarterly dividend of \$0.40 per share at its April 2019 meeting. This dividend is payable on July 1, 2019 to shareowners of record as of June 14, 2019.



***Foreign Exchange***

Our international operations are subject to certain opportunities and risks, including currency fluctuations and governmental actions. We closely monitor our operations in each country and seek to adopt appropriate strategies that are responsive to changing economic and political environments as well as to fluctuations in foreign currencies.

Our Company conducts business in more than 200 countries and territories. Due to the geographic diversity of our operations, weakness in some foreign currencies may be offset by strength in others. Our foreign currency management program is designed to mitigate, over time, a portion of the potentially unfavorable impact of exchange rate changes on net income and earnings per share. Taking into account the effects of our hedging activities, the impact of changes in foreign currency exchange rates decreased our operating income for the three months ended March 29, 2019 by 15 percent.

Based on current spot rates and our hedging coverage in place, we expect currencies will have an unfavorable impact on operating income and cash flows from operations through the end of the year.

## Overview of Financial Position

The following table illustrates the change in the individual line items of the Company's condensed consolidated balance sheet (in millions):

|   | March 29,<br>2019 | December 31, 2018 | Increase<br>(Decrease)     | Percent<br>Change |
|---|-------------------|-------------------|----------------------------|-------------------|
| Cash and cash equivalents                           | \$ 5,645          | \$ 8,926          | \$ (3,281)                 | (37)%             |
| Short-term investments                              | 1,538             | 2,025             | (487)                      | (24)              |
| Marketable securities                               | 4,765             | 5,013             | (248)                      | (5)               |
| Trade accounts receivable — net                     | 3,852             | 3,396             | 456                        | 13                |
| Inventories   | 3,178             | 2,766             | 412                        | 15                |
| Prepaid expenses and other assets                   | 2,935             | 1,962             | 973                        | 50                |
| Assets held for sale — discontinued operations      | 6,627             | 6,546             | 81                         | 1                 |
| Equity method investments                           | 19,283            | 19,407            | (124)                      | (1)               |
| Other investments                                   | 915               | 867               | 48                         | 6                 |
| Other assets  | 5,382             | 4,139             | 1,243                      | 30                |
| Deferred income tax assets                          | 2,617             | 2,667             | (50)                       | (2)               |
| Property, plant and equipment — net                 | 8,866             | 8,232             | 634                        | 8                 |
| Trademarks with indefinite lives                    | 9,351             | 6,682             | 2,669                      | 40                |
| Bottlers' franchise rights with indefinite lives    | 111               | 51                | 60                         | 118               |
| Goodwill  | 12,964            | 10,263            | 2,701                      | 26                |
| Other intangible assets                             | 318               | 274               | 44                         | 16                |
| <b>Total assets</b>                                 | <b>\$ 88,347</b>  | <b>\$ 83,216</b>  | <b>\$ 5,131</b>            | <b>6 %</b>        |
| Accounts payable and accrued expenses               | \$ 10,986         | \$ 8,932          | \$ 2,054                   | 23 %              |
| Loans and notes payable                             | 11,570            | 13,194            | (1,624)                    | (12)              |
| Current maturities of long-term debt                | 3,297             | 4,997             | (1,700)                    | (34)              |
| Accrued income taxes                                | 255               | 378               | (123)                      | (33)              |
| Liabilities held for sale — discontinued operations | 1,835             | 1,722             | 113                        | 7                 |
| Long-term debt                                      | 29,400            | 25,364            | 4,036                      | 16                |
| Other liabilities                                   | 8,598             | 7,638             | 960                        | 13                |
| Deferred income tax liabilities                     | 2,602             | 1,933             | 669                        | 35                |
| <b>Total liabilities</b>                            | <b>\$ 68,543</b>  | <b>\$ 64,158</b>  | <b>\$ 4,385</b>            | <b>7 %</b>        |
| <b>Net assets</b>                                   | <b>\$ 19,804</b>  | <b>\$ 19,058</b>  | <b>\$ 746</b> <sup>1</sup> | <b>4 %</b>        |

<sup>1</sup> Includes an increase in net assets of \$926 million resulting from net foreign currency translation adjustments in various balance sheet line items.

The increases (decreases) in the table above include the impact of the following transactions and events:

- Cash and cash equivalents, short-term investments and marketable securities decreased primarily due to funding the acquisition of Costa.
- Other assets increased primarily as a result of our adoption of Accounting Standards Codification 842, *Leases* ("ASC 842") and the acquisition of Costa, which required us to record \$1,242 million of operating lease right-of-use ("ROU") assets.
- Trademarks with indefinite lives and goodwill increased primarily due to \$2.4 billion of trademarks and \$2.5 billion of goodwill related to the preliminary allocation of the Costa purchase price.
- Accounts payable and accrued expenses increased primarily due to the accrual of the Company's first quarter 2019 dividend of approximately \$1.7 billion, which was paid during the first week of April. Additionally, accounts payable and accrued expenses increased due to our adoption of ASC 842 and the acquisition of Costa, which required us to record \$251 million related to the current portion of operating lease liabilities.
- Loans and notes payable decreased primarily due to net payments of commercial paper and short-term debt.
- Current maturities of long-term debt decreased as a result of payments of long-term debt. Refer to the heading "Cash Flows from Financing Activities" above for additional information.
- Long-term debt increased primarily due to the Company's recent issuances of euro-denominated debt. Refer to the heading "Cash Flows from Financing Activities" above for additional information.

- Other liabilities increased as a result of our adoption of ASC 842 and the acquisition of Costa which required us to record \$1,017 million related to the noncurrent portion of operating lease liabilities.

Refer to Note 1 of Notes to Condensed Consolidated Financial Statements for additional information on our adoption of the new leases standard. Refer to Note 2 of Notes to Condensed Consolidated Financial Statements for additional information on the acquisition of Costa.

### ***Item 3. Quantitative and Qualitative Disclosures About Market Risk***

We have no material changes to the disclosures on this matter made in our Annual Report on Form 10-K for the year ended December 31, 2018.

### ***Item 4. Controls and Procedures***

#### *Evaluation of Disclosure Controls and Procedures*

The Company, under the supervision and with the participation of its management, including the Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of the design and operation of the Company's "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Management has excluded from the scope of its evaluation of disclosure controls and procedures those disclosure controls and procedures related to the operations and related assets of Costa that are subsumed by internal control over financial reporting. The operations and related assets of Costa were included in the condensed consolidated financial statements of The Coca-Cola Company and subsidiaries beginning January 3, 2019 and constituted 7 percent of total assets and 1 percent of consolidated net income as of and for the quarter ended March 29, 2019. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of March 29, 2019.

#### *Changes in Internal Control Over Financial Reporting*

There have been no changes in the Company's internal control over financial reporting during the quarter ended March 29, 2019 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

#### *Additional Information*

The Company is in the process of integrating the acquired Costa business into the Company's overall internal control over financial reporting process.

## **Part II. Other Information**

### ***Item 1. Legal Proceedings***

Information regarding reportable legal proceedings is contained in Part I, "Item 3. Legal Proceedings" in our Annual Report on Form 10-K for the year ended December 31, 2018. The following updates and restates the description of the previously reported *U.S. Federal Income Tax Dispute* matter.

#### *U.S. Federal Income Tax Dispute*

On September 17, 2015, the Company received a Statutory Notice of Deficiency ("Notice") from the Internal Revenue Service ("IRS") for the tax years 2007 through 2009, after a five-year audit. In the Notice, the IRS claimed that the Company's United States taxable income should be increased by an amount that creates a potential additional federal income tax liability of approximately \$3.3 billion for the period, plus interest. No penalties were asserted in the Notice. The disputed amounts largely relate to a transfer pricing matter involving the appropriate amount of taxable income the Company should report in the United States in connection with its licensing of intangible property to certain related foreign licensees regarding the manufacturing, distribution, sale, marketing and promotion of products in overseas markets.

During the 2007-2009 audit period, the Company followed the same transfer pricing methodology for these licenses that had consistently been followed since the methodology was agreed with the IRS in a 1996 closing agreement that applied back to 1987. The closing agreement provided prospective penalty protection conditioned on the Company's continued adherence to the prescribed methodology absent change in material facts or circumstances or relevant federal tax law. Although the IRS subsequently asserted, without explanation, that material facts and circumstances and relevant federal tax law had changed, it has not asserted penalties. The Company's compliance with the closing agreement was audited and confirmed by the IRS in five successive audit cycles covering the subsequent 11 years through 2006, with the last audit concluding as recently as 2009.

The Notice represents a repudiation of the methodology previously adopted in the 1996 closing agreement. The IRS designated the matter for litigation on October 15, 2015. To the extent the matter remains designated, the Company will be prevented from pursuing any administrative settlement at IRS Appeals or under the IRS Advance Pricing and Mutual Agreement Program.

The Company firmly believes that the IRS' claims are without merit and is pursuing, and will continue to pursue, all available administrative and judicial remedies necessary to vigorously defend its position. To that end, the Company filed a petition in the U.S. Tax Court on December 14, 2015, and the IRS filed its answer on February 12, 2016. On October 4, 2017, the IRS filed an amended answer to the Company's petition in which it increased its transfer pricing adjustment by \$385 million resulting in an additional tax adjustment of \$135 million.

On June 20, 2017, the Company filed a motion for summary judgment on the portion of the IRS' adjustments related to our licensee in Mexico. On December 14, 2017, the U.S. Tax Court issued a decision on the summary judgment motion in favor of the Company. This decision effectively reduced the IRS' potential tax adjustment by approximately \$138 million.

The U.S. Tax Court trial was held from March 8, 2018 through May 11, 2018. The Company and the IRS filed simultaneous opening and answering post-trial briefs in October 2018 and February 2019, respectively. The Company filed a subsequent brief in March 2019 to which the IRS responded in April 2019. It is not known how much time will elapse thereafter prior to the issuance of the Court's decision. In the interim, or subsequent to the Court's decision, the IRS may propose similar adjustments for years subsequent to the 2007-2009 litigation period. While the Company continues to strongly disagree with the IRS' position, there is no assurance that the Court will rule in the Company's favor, and it is possible that all or some portion of the adjustment proposed by the IRS Notice ultimately could be sustained. In that event, the Company will be subject to significant additional liabilities for the years at issue and potentially also for subsequent periods, which could have a material adverse impact on the Company's financial position, results of operations and cash flows.

***Item 1A. Risk Factors***

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2018, which could materially affect our business, financial condition or future results. The risks described in this report and in our Annual Report on Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or future results.

## Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table presents information with respect to purchases of common stock of the Company made during the three months ended March 29, 2019 by The Coca-Cola Company or any "affiliated purchaser" of The Coca-Cola Company as defined in Rule 10b-18(a)(3) under the Exchange Act:

| Period                                     | Total Number of Shares Purchased <sup>1</sup> | Average Price Paid Per Share | Total Number of Shares Purchased as Part of the Publicly Announced Plans <sup>2</sup> | Maximum Number of Shares That May Yet Be Purchased Under the Publicly Announced Plans <sup>3</sup> |
|--|---|------------------------------|---|--|
| January 1, 2019 through January 25, 2019   | 26,301  | \$ 47.16                     | —   | 32,020,411   |
| January 26, 2019 through February 22, 2019 | 878,536                                       | 45.73                        | —   | 182,020,411  |
| February 23, 2019 through March 29, 2019   | 8,699,794                                     | 45.81                        | 8,696,256   | 173,324,155  |
| Total                                      | 9,604,631                                     | \$ 45.81                     | 8,696,256   |  |

<sup>1</sup> The total number of shares purchased includes: (1) shares purchased pursuant to the 2012 Plan described in footnote 2 below and (2) shares surrendered to the Company to pay the exercise price and/or to satisfy tax withholding obligations in connection with so-called stock swap exercises of employee stock options and/or the vesting of restricted stock issued to employees.

<sup>2</sup> On October 18, 2012, we publicly announced that our Board of Directors had authorized a plan (the "2012 Plan") for the Company to purchase up to 500 million shares of our Company's common stock. This column discloses the number of shares purchased pursuant to the 2012 Plan during the indicated periods (including shares purchased pursuant to the terms of preset trading plans meeting the requirements of Rule 10b5-1 under the Exchange Act).

<sup>3</sup> The maximum number of shares that may yet be purchased as of January 25, 2019 represents the number of shares available for purchase under the 2012 Plan. On February 21, 2019, we publicly announced that our Board of Directors had authorized a new plan (the "2019 Plan") for the Company to purchase up to 150 million shares of our Company's common stock following the completion of the 2012 Plan. The maximum number of shares that may yet be purchased as of February 22, 2019 and March 29, 2019 consists of the shares available for purchase under the 2012 Plan and the shares authorized for purchase under the 2019 Plan.

## Item 6. Exhibits

In reviewing the agreements included as exhibits to this report, please remember they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. The agreements contain representations, warranties, covenants and conditions by or of each of the parties to the applicable agreement. These representations, warranties, covenants and conditions have been made solely for the benefit of the other parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- may have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations, warranties, covenants and conditions may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this report and the Company's other public filings, which are available without charge through the Securities and Exchange Commission's website at <http://www.sec.gov>.

## EXHIBIT INDEX

### Exhibit No.

(With regard to applicable cross-references in the list of exhibits below, the Company's Current, Quarterly and Annual Reports are filed with the Securities and Exchange Commission (the "SEC") under File No. 001-02217; and Coca-Cola Refreshments USA, Inc.'s (formerly known as Coca-Cola Enterprises Inc.) Current, Quarterly and Annual Reports are filed with the SEC under File No. 001-09300).

- [3.1](#) [Certificate of Incorporation of the Company, including Amendment of Certificate of Incorporation, dated July 27, 2012 — incorporated herein by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 28, 2012.](#)
- [3.2](#) [By-Laws of the Company, as amended and restated through September 2, 2015 — incorporated herein by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K filed on September 3, 2015.](#)
- [4.1](#) As permitted by the rules of the SEC, the Company has not filed certain instruments defining the rights of holders of long-term debt of the Company or consolidated subsidiaries under which the total amount of securities authorized does not exceed 10 percent of the total assets of the Company and its consolidated subsidiaries. The Company agrees to furnish to the SEC, upon request, a copy of any omitted instrument.
- [4.2](#) [Amended and Restated Indenture, dated as of April 26, 1988, between the Company and Deutsche Bank Trust Company Americas, as successor to Bankers Trust Company, as trustee — incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
- [4.3](#) [First Supplemental Indenture, dated as of February 24, 1992, to Amended and Restated Indenture, dated as of April 26, 1988, between the Company and Deutsche Bank Trust Company Americas, as successor to Bankers Trust Company, as trustee — incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
- [4.4](#) [Second Supplemental Indenture, dated as of November 1, 2007, to Amended and Restated Indenture, dated as of April 26, 1988, as amended, between the Company and Deutsche Bank Trust Company Americas, as successor to Bankers Trust Company, as trustee — incorporated herein by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
- [4.5](#) [Form of Note for 3.150% Notes due November 15, 2020 — incorporated herein by reference to Exhibit 4.7 to the Company's Current Report on Form 8-K filed on November 18, 2010.](#)
- [4.6](#) [Form of Note for 3.30% Notes due September 1, 2021 — incorporated herein by reference to Exhibit 4.14 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011.](#)
- [4.7](#) [Form of Note for 2.500% Notes due 2023 — incorporated herein by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K filed on March 5, 2013.](#)



- 4.9 [Form of Note for 3.200% Notes due 2023 — incorporated herein by reference to Exhibit 4.8 to the Company's Current Report on Form 8-K filed on November 1, 2013.](#)
- 4.10 [Form of Note for 1.875% Notes due 2026 — incorporated herein by reference to Exhibit 4.4 to the Company's Registration Statement on Form 8-A filed on September 19, 2014.](#)
- 4.11 [Form of Note for 1.125% Notes due 2022 — incorporated herein by reference to Exhibit 4.5 to the Company's Registration Statement on Form 8-A filed on September 19, 2014.](#)
- 4.12 [Form of Note for Floating Rate Notes due 2019 — incorporated herein by reference to Exhibit 4.5 to the Company's Registration Statement on Form 8-A filed on March 6, 2015.](#)
- 4.13 [Form of Note for 0.750% Notes due 2023 — incorporated herein by reference to Exhibit 4.6 to the Company's Registration Statement on Form 8-A filed on March 6, 2015.](#)
- 4.14 [Form of Note for 1.125% Notes due 2027 — incorporated herein by reference to Exhibit 4.7 to the Company's Registration Statement on Form 8-A filed on March 6, 2015.](#)
- 4.15 [Form of Note for 1.625% Notes due 2035 — incorporated herein by reference to Exhibit 4.8 to the Company's Registration Statement on Form 8-A filed on March 6, 2015.](#)
- 4.16 [Form of Note for 1.875% Notes due 2020 — incorporated herein by reference to Exhibit 4.5 to the Company's Current Report on Form 8-K filed on October 27, 2015.](#)
- 4.17 [Form of Note for 2.875% Notes due 2025 — incorporated herein by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K filed on October 27, 2015.](#)
- 4.18 [Form of Note for 1.375% Notes due 2019 — incorporated herein by reference to Exhibit 4.5 to the Company's Current Report on Form 8-K filed on May 31, 2016.](#)
- 4.19 [Form of Note for 2.55% Notes due 2026 — incorporated herein by reference to Exhibit 4.6 to the Company's Current Report on Form 8-K filed on May 31, 2016.](#)
- 4.20 [Form of Note for 1.550% Notes due 2021 — incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed on September 1, 2016.](#)
- 4.21 [Form of Note for 2.250% Notes due 2026 — incorporated herein by reference to Exhibit 4.5 to the Company's Current Report on Form 8-K filed on September 1, 2016.](#)
- 4.22 [Form of Note for 1.100% Notes due 2036 — incorporated herein by reference to Exhibit 4.4 to the Company's Registration Statement on Form 8-A filed on September 2, 2016.](#)
- 4.23 [Form of Note for 0.000% Notes due 2021 — incorporated herein by reference to Exhibit 4.5 to the Company's Registration Statement on Form 8-A filed on March 9, 2017.](#)
- 4.24 [Form of Note for 0.500% Notes due 2024 — incorporated herein by reference to Exhibit 4.6 to the Company's Registration Statement on Form 8-A filed on March 9, 2017.](#)
- 4.25 [Form of Note for 2.200% Notes due 2022 — incorporated herein by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
- 4.26 [Form of Note for 2.900% Notes due 2027 — incorporated herein by reference to Exhibit 4.5 to the Company's Current Report on Form 8-K filed on May 25, 2017.](#)
- 4.27 [Form of Note for Floating Rate Notes due 2021 — incorporated herein by reference to Exhibit 4.4 to the Company's Registration Statement on Form 8-A filed on March 8, 2019.](#)
- 4.28 [Form of Note for 0.125% Notes due 2022 — incorporated herein by reference to Exhibit 4.5 to the Company's Registration Statement on Form 8-A filed on March 8, 2019.](#)
- 4.29 [Form of Note for 0.750% Notes due 2026 — incorporated herein by reference to Exhibit 4.6 to the Company's Registration Statement on Form 8-A filed on March 8, 2019.](#)
- 4.30 [Form of Note for 1.250% Notes due 2031 — incorporated herein by reference to Exhibit 4.7 to the Company's Registration Statement on Form 8-A filed on March 8, 2019.](#)
- 4.31 Indenture, dated as of July 30, 1991, between Coca-Cola Refreshments USA, Inc. and Deutsche Bank Trust Company Americas, as trustee — incorporated herein by reference to Exhibit 4.1 to Coca-Cola Refreshments USA, Inc.'s Current Report on Form 8-K dated July 30, 1991.
- 4.32 First Supplemental Indenture, dated as of January 29, 1992, to the Indenture, dated as of July 30, 1991, between Coca-Cola Refreshments USA, Inc. and Deutsche Bank Trust Company Americas, as trustee — incorporated herein by reference to Exhibit 4.01 to Coca-Cola Refreshments USA, Inc.'s Current Report on Form 8-K dated January 29, 1992.
- 4.33 [Second Supplemental Indenture, dated as of June 22, 2017, to Amended and Restated Indenture, dated as of July 30, 1991, as amended, among Coca-Cola Refreshments USA, Inc., the Company and Deutsche Bank Trust Company Americas, as trustee — incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on June 23, 2017.](#)

- [4.34](#) [Third Supplemental Indenture, dated as of July 5, 2017, to the Indenture, dated as of July 30, 1991, as amended, among Coca-Cola Refreshments USA, Inc., the Company and Deutsche Bank Trust Company Americas, as trustee — incorporated herein by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed on July 6, 2017.](#)
- [10.1](#) [Form of Performance Share Agreement for grants under the 2014 Equity Plan, as adopted February 20, 2019.](#)
- [10.2](#) [Form of Stock Option Agreement for grants under the 2014 Equity Plan, as adopted February 20, 2019.](#)
- [10.3](#) [Form of Restricted Stock Unit Agreement for grants under the 2014 Equity Plan, as adopted February 20, 2019.](#)
- [10.4](#) [Letter, dated February 14, 2019, from the Company to Lisa Chang.](#)
- [31.1](#) [Rule 13a-14\(a\)/15d-14\(a\) Certification, executed by James Quincey, Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company.](#)
- [31.2](#) [Rule 13a-14\(a\)/15d-14\(a\) Certification, executed by John Murphy, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.](#)
- [32.1](#) [Certifications required by Rule 13a-14\(b\) or Rule 15d-14\(b\) and Section 1350 of Chapter 63 of Title 18 of the United States Code \(18 U.S.C. Section 1350\), executed by James Quincey, Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company, and by John Murphy, Executive Vice President and Chief Financial Officer of The Coca-Cola Company.](#)
- 101 The following financial information from The Coca-Cola Company's Quarterly Report on Form 10-Q for the quarter ended March 29, 2019, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Statements of Income for the three months ended March 29, 2019 and March 30, 2018, (ii) Condensed Consolidated Statements of Comprehensive Income for the three months ended March 29, 2019 and March 30, 2018, (iii) Condensed Consolidated Balance Sheets as of March 29, 2019 and December 31, 2018, (iv) Condensed Consolidated Statements of Cash Flows for the three months ended March 29, 2019 and March 30, 2018, and (v) Notes to Condensed Consolidated Financial Statements.



**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, thereunto duly authorized.

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

Date: April 25, 2019

/s/ LARRY M. MARK

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Larry M. Mark  
Vice President and Controller  
(On behalf of the Registrant)

Date: April 25, 2019

/s/ MARK RANDAZZA

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Mark Randazza  
Vice President, Assistant Controller and Chief Accounting Officer  
(Principal Accounting Officer)

**EXHIBIT 10.1**

**PERFORMANCE SHARE AGREEMENT  
Growth Share Units  
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: XXXXXXXXXXXX  
Target Award: XXXXXX Shares  
Award Date:

The following dates are applicable for this Award:

|                                       |  |
|---------------------------------------|--|
| <b>Performance Period(s)</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. 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. 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.

**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> |
| 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   | <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  | <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>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>  |

(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) **Right of Set-off.** By accepting this Agreement, the Recipient agrees that, should KO or any Affiliate in its reasonable judgment determine that Recipient 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 Recipient has not satisfied such obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO Stock acquired by the Recipient upon release, or KO may deduct funds equal to the amount of such obligation from the Recipient's salary or other funds due to the Recipient from KO.

(6) **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.

(7) **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.

**(8) 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, National Insurance Contributions, 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.
- (9) **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.

**(10) 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 Award shall be forfeited and, if applicable, any payment associated with the Award 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.
- (11) 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.
- (12) Forfeiture Events.** The recipient's rights, payments and benefits with respect to this Award shall be subject to reduction, cancellation, forfeiture or recoupment upon a later determination that the vesting of, or amount realized from, this Award was based on materially inaccurate financial statements or any other materially inaccurate performance metric criteria, whether or not the recipient caused or contributed to such material inaccuracy. In addition, the Company shall seek to recover this Award 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 New York Stock Exchange.

**(13) Data Privacy. The following provisions shall apply to the Recipient only if he or she resides outside the US, UK, the EU and EEA:**

- (a) Recipient voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Plan materials ("Data") by and among, as applicable, KO and any Affiliate or employer for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan.
- (b) Recipient understands that KO and its Affiliates may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of KO Stock or directorships held in KO, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering, and managing the Plan.
- (c) Recipient understands that Data will be transferred to one or more a stock plan service provider(s) selected by KO, which may assist KO with the implementation, administration, and management of the Plan. Recipient 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, including less stringent, data privacy laws and protections than Recipient's country. 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 a local human resources representative. Recipient authorizes KO and any other possible recipients that may assist KO (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 Recipient's participation in the Plan.
- (d) Recipient understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Recipient understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by applicable laws, Recipient may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the Award, in any case without cost, by contacting in writing a local human resources representative. Further, Recipient understands that he or she is providing these consents on a purely voluntary basis. If Recipient does not consent or if he or she later seeks to revoke consent, his or her engagement as a service provider with KO or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that KO will not be able to grant him or her awards under the Plan or administer or maintain awards. Therefore, Recipient understands that refusing or withdrawing consent may affect his or her ability to participate in the Plan (including the right to retain the Award). Recipient understands that he or she may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.

**The following provisions shall apply to the Recipient only if he or she resides in the UK, EU or EEA:**

- (e) **Data Collected and Purposes of Collection.** Recipient understands that KO, acting as controller, as well as the employer, may collect, to the extent permissible under applicable law, certain personal information about him or her, including name, home address and telephone number, information necessary to process the Award (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in KO (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all Awards granted, canceled, vested, unvested or outstanding in his or her favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "Data"). The Data is collected from the Recipient, the employer, and from KO, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for Recipient to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If Recipient does not provide Data, he or she will not be able to participate in the Plan and become a party to this Agreement.
- (f) **Transfers and Retention of Data.** Recipient understands that the employer will transfer Data to KO for purposes of plan administration. KO and the employer may also transfer Recipient's Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by KO in the future, to assist KO with the implementation, administration and management of this Agreement. Recipient understands that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission. Where a recipient is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that recipient will be made pursuant to an adequate transfer

mechanism, such as the European Commission-approved Standard Contractual Clauses, a copy of which may be obtained at [samori@coca-cola.com](mailto:samori@coca-cola.com). Recipient understands that Data will be held only as long as is necessary to implement, administer and manage his or her rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

(g) **Rights in Respect of Data.** KO will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. Recipient is entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). Recipient also has the right to request access to his or her Data as well as additional information about the processing of that Data. Further, Recipient is entitled to object to the processing of Data or have his or her Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, Recipient also is entitled to (i) restrict the processing of his or her Data so that it is stored but not actively processed (e.g., while KO assesses whether he or she is entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by Recipient, in a common machine-readable format. To exercise his or her rights, Recipient may contact a local human resources representative. Recipient may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint. The data protection officer may be contacted at [samori@coca-cola.com](mailto:samori@coca-cola.com).

**(14) 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 Affiliates 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.

(15) **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.

(16) **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.

(17) **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.

(18) **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.

(19) **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.

(20) **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 and that such online or electronic participation shall have the same force and effect as documentation executed in written form.

(21) **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.

(22) **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.

**(23) 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.

**(24) 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.

**(25) Stock Ownership Guidelines and Agreement to Retain Shares** If the Recipient is subject to KO's stock ownership guidelines, the Recipient expressly agrees as a condition of this award that if the Recipient has not met the applicable stock ownership guidelines within the time prescribed therein, the Recipient will not sell the number of shares of KO Stock obtained upon Release (after paying the Tax-Related Items) until the Recipient has satisfied the Recipient's share ownership guidelines and then only shares in excess of those guidelines.

THE COCA-COLA COMPANY

Authorized Signature

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*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 2018. 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.

#### **Offer of Stock Awards**

The Board of Directors of KO, in its absolute discretion, may make a written offer to an eligible person who is an Australian resident it chooses to accept a stock award to acquire Shares.

The offer shall specify the maximum number of Shares subject to a stock award which the Recipient may accept, the date of grant, the expiration date, the vesting conditions (if any), any applicable holding period and any disposal restrictions attaching to the Awards or the resultant Shares (all of which may be set by the Board of Directors of KO in its absolute discretion).

The offer is intended to receive tax deferred treatment under Subdivision 83A-C of the Income Tax Assessment Act 1997(Cth). The conditions to receive such treatment are contained in this Appendix.

The offer shall be accompanied by an acceptance form and a copy of the Plan and this Appendix or, alternatively, details on how the Recipient may obtain a copy of the Plan and this Appendix.

#### **Grant of Awards**

If the Recipient validly accept the Board of Directors of KO's offer of a stock award, the Board must grant the Recipient the stock award for the number of shares for which the stock award was accepted. However, the Board must *not* do so if the Recipient has ceased to be an eligible person at the date when the stock award is to be granted or the Company is otherwise prohibited from doing so under the *Corporations Act 2001*(Cth) (the "*Corporations Act*") without a disclosure document, product disclosure statement or similar document.

The Company must provide a stock award agreement in respect of the stock award granted to the Recipient to be executed by the Recipient as soon as practicable after the date of grant.

Stock awards granted to the Recipient under this Appendix that are Awards must not have an expiration date exceeding fifteen (15) years from the date of grant.

#### **Tax Deferred Treatment**

*Ordinary shares.* Stock awards issued to the Recipient under this Appendix must relate to ordinary shares. For the purpose of this Appendix, ordinary shares shall be defined in accordance with its ordinary meaning under Australian law.

*Predominant business of the Company.* Stock awards must not be issued Recipient where those stock awards relate to shares in a company that has a predominant business of the acquisition, sale or holding of shares, securities or other investments.

*Real risk of forfeiture.* Stock awards that are Awards issued to Recipient under this Appendix must have a real risk of forfeiture, the vesting conditions by which this risk is achieved is to be determined by the Board of Directors of KO in its absolute discretion.

*10% limit on shareholding and voting power.* Immediately after Recipient acquires the stock awards, Recipient must not: (i) hold a beneficial interest in more than 10% of the shares in KO; or (ii) be in a position to cast, or control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of KO. For the purposes of these thresholds, stock awards that are Awards are treated as if they have vested and converted into KO Stock.

### **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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 (including proceeds from the sale of shares and any cash dividends), monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €3,000,000 including the transactions and balances of all such cash accounts.

### **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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, although the reporting requirements have been simplified if the cost is less than C\$250,000. 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 ("Retirement") | <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> |
|---|--|--|

### 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.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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 Recipient.

#### **Tax Withholding**

As from January 1, 2019, vesting of the Award will give rise to employer income tax withholding in France.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

## **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 considered or deemed 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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

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

##### **Tax Indemnity**

The references in the Plan to "tax" or "taxes" includes any and all taxes, charges, levies and contributions in Ireland or elsewhere, to include, in particular, Universal Social Charge (USC) and Pay Related Social Insurance (PRSI) ("**Taxes**").

The Recipient shall be accountable for any Taxes, which are chargeable on any assessable income deriving from the grant, vesting of or other dealing in Awards or shares issued pursuant to Awards. The Company shall not become liable for any Taxes, as a result of the Recipient's participation in the Plan. In respect of such assessable income, the Recipient shall indemnify the Company and (at the direction of the Company) any Affiliate, which is or may be treated as the employer of the Recipient in respect of the Taxes (the "**Tax Liabilities**").

Pursuant to the indemnity referred to herein, where necessary, the Recipient shall make such arrangements, as the Company requires to meet the cost of the Tax Liabilities, including at the direction of the Company any of the following:

making a cash payment of an appropriate amount to the relevant company whether by check, banker's draft or deduction from salary in time to enable the Company to remit such amount to the Irish Revenue Commissioners before the 14th day following the end of the month in which the event giving rise to the Tax Liabilities occurred; or

appointing the Company as agent and / or attorney for the sale of sufficient Shares, acquired pursuant to the grant, vesting, exercise or other dealing in Awards, or Shares issued pursuant to Awards to cover the Tax Liabilities and authorizing the payment to the relevant company of the appropriate amount (including all reasonable fees, commissions and expenses incurred by the relevant company in relation to such sale) out of the net proceeds of sale of the shares.

##### **Employment Rights**

The Recipient acknowledges that his or her terms of employment shall not be affected in any way by his or her participation in the Plan, which shall not form part of such terms (either expressly or impliedly). The Recipient acknowledges that his or her participation in the Plan shall be subject at all times to the rules of the Plan as may be amended from time to time. If on termination of the Recipient's employment (whether lawfully, unlawfully, or in breach of contract) he or she loses any rights or benefits under the Plan (including any rights or benefits which he or she would not have lost had his or her employment not been terminated), the Recipient hereby acknowledges that he or she shall not be entitled to (and hereby waives) any compensation for the loss of any rights or benefits under the Plan, or any replacement or successor plan.

The Plan is entirely discretionary and may be suspended or terminated by the Board of Directors of KO or by the Company at any time for any reason. Participation in the Plan is entirely discretionary and does not create any contractual or other right to receive future grants of Awards or benefits in lieu of Awards. All determinations with respect to future grants will be at the sole discretion of the Board or the Company. Rights under the Plan are not pensionable.

#### **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. The grant of the Award is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

## 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.

## 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.

The Recipient is advised to carefully read the materials provided before making a decision whether to participate in the Plan. In addition, the Recipient is advised to contact a tax advisor for specific information concerning his or her personal tax situation with regard to Plan participation.

### ***Notifications***

#### **Securities Law Notice**

In compliance with South African securities laws, the Recipient is hereby notified that the following documents are available for review on the Company’s “Investor Relations” website at <http://www.coca-colacompany.com/investors>: Annual Reports, Quarterly Reports, Earnings Releases and Proxy Statements.

A copy of the above documents will be sent to the Recipient free of charge on written request to Investor Relations at the Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313, USA.

#### **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 Disclaimer**

The grant of the Award is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Spain. 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. The grant of the Award is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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.

## **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.

## **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.

## **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, including the Recipient, should conduct their own due diligence on the securities. The Recipient is encouraged to consult a legal or financial advisor if the Recipient does not understand the contents of The Agreement or the Plan or any aspect of the Award.

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 Disclaimer**

The grant of the Award is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the UK. The grant of the Award is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

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.

#### **Non-Qualification**

The Award is not intended to be tax-qualified or tax-preferred for purposes of tax rules in the United Kingdom.

**Tax Consultation**

The Recipient understands that he or she may suffer adverse tax consequences as a result of his or her acquisition or disposition of the Shares. The Recipient represents that he or she will consult with any tax advisors he or she deems appropriate in connection with the acquisition or disposition of the Shares and that the Recipient is not relying on the company or any Affiliate for any tax advice.

**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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## **EXHIBIT 10.2**

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.
- (v) 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.
-

**EXHIBIT 10.2**

| <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 and 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.  |
| 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   | 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.<br>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.

## EXHIBIT 10.2

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.
- (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, National Insurance Contributions, 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 or by delivering shares of KO Stock to the Company. The value of withheld shares shall be computed as described in paragraph 3(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.

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## EXHIBIT 10.2

- (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.

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## EXHIBIT 10.2

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 following provisions shall apply to the optionee only if he or she resides outside the US, UK, the EU and EEA:***

- (a) *Optionee voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Plan materials ("Data") by and among, as applicable, KO and any Affiliate or employer for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan.*
- (b) *Optionee understands that KO and its Affiliates may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of KO Stock or directorships held in KO, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering, and managing the Plan.*
- (c) *Optionee understands that Data will be transferred to one or more a stock plan service provider(s) selected by KO, which may assist KO with the implementation, administration, and management of the Plan. 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, including less stringent, data privacy laws and protections than optionee's country. Optionee 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 a local human resources representative. Optionee authorizes KO and any other possible recipients that may assist KO (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 optionee's participation in the Plan.*
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## **EXHIBIT 10.2**

(d) Optionee understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Optionee understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by applicable laws, optionee may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the option, in any case without cost, by contacting in writing a local human resources representative. Further, optionee understands that he or she is providing these consents on a purely voluntary basis. If optionee does not consent or if he or she later seeks to revoke consent, his or her engagement as a service provider with KO or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that KO will not be able to grant him or her awards under the Plan or administer or maintain awards. Therefore, optionee understands that refusing or withdrawing consent may affect his or her ability to participate in the Plan (including the right to retain the Option). Optionee understands that he or she may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.

**The following provisions shall apply to the optionee only if he or she resides in the UK, EU or EEA:**

(e) **Data Collected and Purposes of Collection.** Optionee understands that KO, acting as controller, as well as the employer, may collect, to the extent permissible under applicable law, certain personal information about him or her, including name, home address and telephone number, information necessary to process the option (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in KO (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all options granted, canceled, vested, unvested or outstanding in his or her favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "Data"). The Data is collected from the optionee, the employer, and from KO, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for optionee to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If optionee does not provide Data, he or she will not be able to participate in the Plan and become a party to this Agreement.

(f) **Transfers and Retention of Data.** Optionee understands that the employer will transfer Data to KO for purposes of plan administration. KO and the employer may also transfer optionee's Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by KO in the future, to assist KO with the implementation, administration and management of this Agreement. Optionee understands that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission. Where an optionee is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that optionee will be made pursuant to an adequate transfer mechanism, such as the European Commission-approved Standard Contractual Clauses, a copy of which may be obtained at [samori@coca-cola.com](mailto:samori@coca-cola.com). Optionee understands that Data will be held only as long as is necessary to implement, administer and manage his or her rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

(g) **Rights in Respect of Data.** KO will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. Optionee is entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). Optionee also has the right to request access to his or her Data as well as additional information about the processing of that Data. Further, optionee is entitled to object to the processing of Data or have his or her Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, optionee also is entitled to (i) restrict the processing of his or her Data so that it is stored but not actively processed (e.g., while KO assesses whether he or she is entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by optionee, in a common machine-readable format. To exercise his or her rights, optionee may contact a local human resources representative. Optionee may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint. The data protection officer may be contacted at [samori@coca-cola.com](mailto:samori@coca-cola.com).

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;

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## **EXHIBIT 10.2**

- (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.
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## EXHIBIT 10.2

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 and that such online or electronic participation shall have the same force and effect as documentation executed in written form.
  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.
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**EXHIBIT 10.2**

**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.*

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## **EXHIBIT 10.2**

### **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.**

### **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 2018. 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.

#### **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.

#### **Offer of Stock Awards**

The Board of Directors of KO, in its absolute discretion, may make a written offer to an eligible person who is an Australian resident it chooses to accept a stock award to acquire shares.

The offer shall specify the maximum number of shares subject to a stock award which the optionee may accept, the date of grant, the exercise price (if any), the expiration date, the vesting conditions (if any), any applicable holding period and any disposal restrictions attaching to the Options or the resultant shares of KO Stock (all of which may be set by the Board of Directors of KO in its absolute discretion).

The offer is intended to receive tax deferred treatment under Subdivision 83A-C of the Income Tax Assessment Act 1997(Cth). The conditions to receive such treatment are contained in this Appendix.

The offer shall be accompanied by an acceptance form and a copy of the Plan and this Appendix or, alternatively, details on how the optionee may obtain a copy of the Plan and



this Appendix.

### Grant of Awards

If the optionee validly accept the Board of Directors of KO's offer of a stock award, the Board must grant the optionee the stock award for the number of shares for which the stock award was accepted. However, the Board must *not* do so if the optionee has ceased to be an eligible person at the date when the stock award is to be granted or the Company is otherwise prohibited from doing so under the *Corporations Act 2001*(Cth) (the "*Corporations Act*") without a disclosure document, product disclosure statement or similar document.

The Company must provide a stock award agreement in respect of the stock award granted to the optionee to be executed by the optionee as soon as practicable after the date of grant.

Stock awards granted to the optionee under this Appendix that are Options must not have an expiration date exceeding fifteen (15) years from the date of grant.

### Tax Deferred Treatment

*Ordinary shares.* Stock awards issued to the optionee under this Appendix must relate to ordinary shares. For the purpose of this Appendix, ordinary shares shall be defined in accordance with its ordinary meaning under Australian law.

*Predominant business of the Company.* Stock awards must not be issued optionee where those stock awards relate to options or shares in a company that has a predominant business of the acquisition, sale or holding of shares, securities or other investments.

*Real risk of forfeiture.* Stock awards that are options issued to optionee under this Appendix must have a real risk of forfeiture, the vesting conditions by which this risk is achieved is to be determined by the Board of Directors of KO in its absolute discretion.

*10% limit on shareholding and voting power.* Immediately after optionee acquires the stock awards, optionee must not: (i) hold a beneficial interest in more than 10% of the shares in KO; or (ii) be in a position to cast, or control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of KO. For the purposes of these thresholds, stock awards that are options are treated as if they have been exercised and converted into KO Stock.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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.
- (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 (including proceeds from the sale of shares and any cash dividends), monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €3,000,000 including the transactions and balances of all such cash accounts.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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.

**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.

## **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 optionee has 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.

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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 **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:

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## **EXHIBIT 10.2**

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.

### **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 invested 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, although the reporting requirements have been simplified if the cost is less than C\$250,000. 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.

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## EXHIBIT 10.2

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.

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>.

### **Tax Implications**

Under current rules, the Options may be subject to income tax at both the time of grant and the time of exercise. Capital gains tax applies when the shares acquired from exercise are sold. The optionee must report to the CIRS stock option grants and exercises, as well as any stock sales, on the optionee's monthly tax return for the date of the taxable event. Applicable tax rules may often subject to change, sometimes on a retroactive basis. The optionee should consult with his or her personal legal advisor regarding tax implications of the Options.

### **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:*

#### **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 or Retirement:

The following provisions of Section 2(a) of the Agreement are replaced with the following:

| <b>Event</b>   | <b>Impact on Vesting</b>   | <b>Impact on Exercise Period</b>  |
|--|--|---|
| Employment with the Company or a Subsidiary terminates after attaining age 55 (noted as age 60 in Section 2(a) of the Agreement) and completing 10 Years of Service ("Retirement") | Options held at least 12 months become immediately vested. Options held less than 12 months are forfeited. | Expires upon earlier of (1) six months from termination date or (2) Option expiration date provided in the Agreement. |
| Employment with the Company or a Subsidiary terminates because of Disability   | All Options become immediately vested.   | Expires upon earlier of (1) six months from termination date or (2) Option expiration date provided in the Agreement. |

#### **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

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## EXHIBIT 10.2

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);

(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;*

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## **EXHIBIT 10.2**

(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.

### **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 Not Intended to be Tax-Qualified**

The Option is not intended to be tax-qualified under French tax laws including, without limitation, under Articles L. 225-197-1 to L. 225-197-6 or Articles L. 225-177 to L. 225-185 of the French Commercial Code.

#### **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*

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## **EXHIBIT 10.2**

*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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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 optionee.

#### **Tax Withholding**

As from January 1, 2019, exercise of the Options will give rise to employer income tax withholding in France.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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***

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## **EXHIBIT 10.2**

### **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 considered or deemed an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO").

## **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***

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## **EXHIBIT 10.2**

### **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

### **Terms and Conditions**

#### **Tax Indemnity**

The references in the Plan to “tax” or “taxes” includes any and all taxes, charges, levies and contributions in Ireland or elsewhere, to include, in particular, Universal Social Charge (USC) and Pay Related Social Insurance (PRSI) (“*Taxes*”).

The optionee shall be accountable for any Taxes, which are chargeable on any assessable income deriving from the grant, vesting of, exercise or other dealing in Options or shares issued pursuant to Options. The Company shall not become liable for any Taxes, as a result of the optionee’s participation in the Plan. In respect of such assessable income, the optionee shall indemnify the Company and (at the direction of the Company) any Affiliate, which is or may be treated as the employer of the optionee in respect of the Taxes (the “*Tax Liabilities*”).

Pursuant to the indemnity referred to herein, where necessary, the optionee shall make such arrangements, as the Company requires to meet the cost of the Tax Liabilities, including at the direction of the Company any of the following:

making a cash payment of an appropriate amount to the relevant company whether by check, banker’s draft or deduction from salary in time to enable the Company to remit such amount to the Irish Revenue Commissioners before the 14th day following the end of the month in which the event giving rise to the Tax Liabilities occurred; or

appointing the Company as agent and / or attorney for the sale of sufficient shares, acquired pursuant to the grant, vesting, exercise or other dealing in Options, or shares issued pursuant to Options to cover the Tax Liabilities and authorizing the payment to the relevant company of the appropriate amount (including all reasonable fees, commissions and expenses incurred by the relevant company in relation to such sale) out of the net proceeds of sale of the shares.

#### **Employment Rights**

The optionee acknowledges that his or her terms of employment shall not be affected in any way by his or her participation in the Plan, which shall not form part of such terms (either expressly or impliedly). The optionee acknowledges that his or her participation in the Plan shall be subject at all times to the rules of the Plan as may be amended from time to time. If on termination of the optionee’s employment (whether lawfully, unlawfully, or in breach of contract) he or she loses any rights or benefits under the Plan (including any rights or benefits which he or she would not have lost had his or her employment not been terminated), the optionee hereby acknowledges that he or she shall not be entitled to (and hereby waives) any compensation for the loss of any rights or benefits under the Plan, or any replacement or successor plan.

The Plan is entirely discretionary and may be suspended or terminated by the Board of Directors of KO or by the Company at any time for any reason. Participation in the Plan is entirely discretionary and does not create any contractual or other right to receive future grants of Options or benefits in lieu of Options. All determinations with respect to future grants will be at the sole discretion of the Board or the Company. Rights under the Plan are not pensionable.

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**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.

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

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## **EXHIBIT 10.2**

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. The grant of the Options is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

### **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.

### **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

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## **EXHIBIT 10.2**

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.

### **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**

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*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.

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:

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## **EXHIBIT 10.2**

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.

#### **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**

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## **EXHIBIT 10.2**

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.

### **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.

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## **EXHIBIT 10.2**

The optionee is advised to carefully read the materials provided before making a decision whether to participate in the Plan. In addition, the optionee is advised to contact his or her tax advisor for specific information concerning his or her personal tax situation with regard to Plan participation.

### ***Notifications***

#### **Securities Law Notice**

In compliance with South African securities laws, the optionee is hereby notified that the following documents are available for review on the Company's "Investor Relations" website at <http://www.coca-colacompany.com/investors>: Annual Reports, Quarterly Reports, Earnings Releases and Proxy Statements.

A copy of the above documents will be sent to the optionee free of charge on written request to Investor Relations at the Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313, USA.

#### **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.

### **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.

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## **EXHIBIT 10.2**

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**

#### **Securities Disclaimer**

The grant of the Option is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Spain. 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. The grant of the Option is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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.

#### **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.

#### **SWITZERLAND**

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## **EXHIBIT 10.2**

### **Notifications**

#### **Securities Law Notification**

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

### **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.

### **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

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## **EXHIBIT 10.2**

securities offered, including the optionee, should conduct their own due diligence on the securities. The optionee is encouraged to consult a legal or financial advisor if the optionee does not understand the contents of The Agreement or the Plan or any aspect of the Option.

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 Disclaimer**

The grant of the Options is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the UK. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019, to the extent applicable.

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.

#### **Non-Qualification**

The Options are not intended to be tax-qualified or tax-preferred for purposes of tax rules in the United Kingdom.

#### **Tax Consultation**

The optionee understands that he or she may suffer adverse tax consequences as a result of his or her acquisition or disposition of the shares. The optionee represents that he or she will consult with any tax advisors he or she deems appropriate in connection with the acquisition or disposition of the shares and that the optionee is not relying on the company or any Affiliate for any tax advice.

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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.

**EXHIBIT 10.3**

**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:

**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.

**EXHIBIT 10.3**

| <b>Event</b>   | <b>Impact on Vesting</b>  | <b>Impact on Release</b>   |
|--|---|--|
| 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.  |
| 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  | 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  |

(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.



**EXHIBIT 10.3**

(5) **Right of Set-off.** By accepting this Agreement, the Recipient agrees that, should KO or any Affiliate in its reasonable judgment determine that Recipient 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 Recipient has not satisfied such obligation(s), then KO may instruct Merrill Lynch to withhold and/or sell shares of KO Stock acquired by the Recipient upon release, or KO may deduct funds equal to the amount of such obligation from the Recipient's salary or other funds due to the Recipient from KO.

(6) **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.

(7) **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.

(8) **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, National Insurance Contributions, 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

**EXHIBIT 10.3**

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.

**(9) 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.

**(10) 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 Award shall be forfeited and, if applicable, any payment associated with the Award 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

**EXHIBIT 10.3**

- (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.
- (11) 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.
- (12) Data Privacy. The following provisions shall apply to the Recipient only if he or she resides outside the US, UK, the EU and EEA:**
- (a) Recipient voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Plan materials (“Data”) by and among, as applicable, KO and any Affiliate or employer for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan.
- (b) Recipient understands that KO and its Affiliates may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of KO Stock or directorships held in KO, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering, and managing the Plan.
- (c) Recipient understands that Data will be transferred to one or more a stock plan service provider(s) selected by KO, which may assist KO with the implementation, administration, and management of the Plan. Recipient 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, including less stringent, data privacy laws and protections than Recipient’s country. 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 a local human resources representative. Recipient authorizes KO and any other possible recipients that may assist KO (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 Recipient’s participation in the Plan.
- (d) Recipient understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Recipient understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by applicable laws, Recipient may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the Award, in any case without cost, by contacting in writing a local human resources representative. Further, Recipient understands that he or she is providing these consents on a purely voluntary basis. If Recipient does not consent or if he or she later seeks to revoke consent, his or her engagement as a service provider with KO or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that KO will not be able to grant him or her awards under the Plan or administer or maintain awards. Therefore, Recipient understands that refusing or withdrawing consent may affect his or her ability to participate in the Plan (including the right to retain the Award). Recipient understands that he or she may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.
- The following provisions shall apply to the Recipient only if he or she resides in the UK, EU or EEA:**
- (e) *Data Collected and Purposes of Collection.* Recipient understands that KO, acting as controller, as well as the employer, may collect, to the extent permissible under applicable law, certain personal information about him or her, including name, home address and telephone number, information necessary to process the Award (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in KO (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all Awards granted, canceled, vested, unvested or outstanding in his or her favor, and where applicable service termination date and reason for termination (all such personal information is referred to as “Data”). The Data is collected from the Recipient, the employer, and from KO, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for Recipient to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If Recipient does not provide Data, he or she will not be able to participate in the Plan and become a party to this Agreement.
- (f) *Transfers and Retention of Data.* Recipient understands that the employer will transfer Data to KO for purposes of plan administration. KO and the employer may also transfer Recipient’s Data to other service providers

**EXHIBIT 10.3**

(such as accounting firms, payroll processing firms or tax firms), as may be selected by KO in the future, to assist KO with the implementation, administration and management of this Agreement. Recipient understands that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission. Where a recipient is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that recipient will be made pursuant to an adequate transfer mechanism, such as the European Commission-approved Standard Contractual Clauses, a copy of which may be obtained at [samori@coca-cola.com](mailto:samori@coca-cola.com). Recipient understands that Data will be held only as long as is necessary to implement, administer and manage his or her rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

(g) **Rights in Respect of Data.** KO will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. Recipient is entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). Recipient also has the right to request access to his or her Data as well as additional information about the processing of that Data. Further, Recipient is entitled to object to the processing of Data or have his or her Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, Recipient also is entitled to (i) restrict the processing of his or her Data so that it is stored but not actively processed (e.g., while KO assesses whether he or she is entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by Recipient, in a common machine-readable format. To exercise his or her rights, Recipient may contact a local human resources representative. Recipient may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint. The data protection officer may be contacted at [samori@coca-cola.com](mailto:samori@coca-cola.com).

**(13) 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

**EXHIBIT 10.3**

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 Affiliates 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.

**(14) 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.

**(15) 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.

**(16) 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.

**(17) 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.

**(18) 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.

**(19) 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 and that such online or electronic participation shall have the same force and effect as documentation executed in written form.

**(20) 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

**EXHIBIT 10.3**

application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.

**(21) 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.

**(22) 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.

**(23) 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.

**(24) Stock Ownership Guidelines and Agreement to Retain Shares.** If the Recipient is subject to KO's stock ownership guidelines, the Recipient expressly agrees as a condition of this award that if the Recipient has not met the applicable stock ownership guidelines within the time prescribed therein, the Recipient will not sell the number of shares of KO Stock obtained upon Release (after paying the Tax-Related Items) until the Recipient has satisfied the Recipient's share ownership guidelines and then only shares in excess of those guidelines.

THE COCA-COLA COMPANY

Authorized Signature

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*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.*

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### **EXHIBIT 10.3**

#### **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 2018. 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.

### Offer of Stock Awards

The Board of Directors of KO, in its absolute discretion, may make a written offer to an eligible person who is an Australian resident it chooses to accept a stock award to acquire Shares.

The offer shall specify the maximum number of Shares subject to a stock award which the Recipient may accept, the date of grant, the expiration date, the vesting conditions (if any), any applicable holding period and any disposal restrictions attaching to the Awards or the resultant Shares (all of which may be set by the Board of Directors of KO in its absolute discretion).

The offer is intended to receive tax deferred treatment under Subdivision 83A-C of the Income Tax Assessment Act 1997(Cth). The conditions to receive such treatment are contained in this Appendix.

The offer shall be accompanied by an acceptance form and a copy of the Plan and this Appendix or, alternatively, details on how the Recipient may obtain a copy of the Plan and this Appendix.

### Grant of Awards

If the Recipient validly accept the Board of Directors of KO's offer of a stock award, the Board must grant the Recipient the stock award for the number of shares for which the stock award was accepted. However, the Board must *not* do so if the Recipient has ceased to be an eligible person at the date when the stock award is to be granted or the Company is otherwise prohibited from doing so under the *Corporations Act 2001*(Cth) (the "*Corporations Act*") without a disclosure document, product disclosure statement or similar document.

The Company must provide a stock award agreement in respect of the stock award granted to the Recipient to be executed by the Recipient as soon as practicable after the date of grant.

Stock awards granted to the Recipient under this Appendix that are Awards must not have an expiration date exceeding fifteen (15) years from the date of grant.

### Tax Deferred Treatment

*Ordinary shares.* Stock awards issued to the Recipient under this Appendix must relate to ordinary shares. For the purpose of this Appendix, ordinary shares shall be defined in accordance with its ordinary meaning under Australian law.

*Predominant business of the Company.* Stock awards must not be issued Recipient where those stock awards relate to shares in a company that has a predominant business of the acquisition, sale or holding of shares, securities or other investments.

*Real risk of forfeiture.* Stock awards that are Awards issued to Recipient under this Appendix must have a real risk of forfeiture, the vesting conditions by which this risk is achieved is to be determined by the Board of Directors of KO in its absolute discretion.

*10% limit on shareholding and voting power.* Immediately after Recipient acquires the stock awards, Recipient must not: (i) hold a beneficial interest in more than 10% of the shares in KO; or (ii) be in a position to cast, or control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of KO. For the purposes of these thresholds, stock awards that are Awards are treated as if they have vested and converted into KO Stock.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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 (including proceeds from the sale of shares and any cash dividends), monthly reporting requirements will apply if the aggregate transaction volume of such cash accounts meets or exceeds €3,000,000 including the transactions and balances of all such cash accounts.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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, although the reporting requirements have been simplified if the cost is less than C\$250,000. 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 ("Retirement") | <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> |
|---|--|--|

### 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.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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 Recipient.

#### **Tax Withholding**

As from January 1, 2019, vesting of the Award will give rise to employer income tax withholding in France.

## **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

## **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 considered or deemed 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. Participation in the Plan is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

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

##### **Tax Indemnity**

The references in the Plan to "tax" or "taxes" includes any and all taxes, charges, levies and contributions in Ireland or elsewhere, to include, in particular, Universal Social Charge (USC) and Pay Related Social Insurance (PRSI) ("Taxes").

The Recipient shall be accountable for any Taxes, which are chargeable on any assessable income deriving from the grant, vesting of or other dealing in Awards or shares issued pursuant to Awards. The Company shall not become liable for any Taxes, as a result of the Recipient's participation in the Plan. In respect of such assessable income, the Recipient shall indemnify the Company and (at the direction of the Company) any Affiliate, which is or may be treated as the employer of the Recipient in respect of the Taxes (the "**Tax Liabilities**").

Pursuant to the indemnity referred to herein, where necessary, the Recipient shall make such arrangements, as the Company requires to meet the cost of the Tax Liabilities, including at the direction of the Company any of the following:

making a cash payment of an appropriate amount to the relevant company whether by check, banker's draft or deduction from salary in time to enable the Company to remit such amount to the Irish Revenue Commissioners before the 14th day following the end of the month in which the event giving rise to the Tax Liabilities occurred; or

appointing the Company as agent and / or attorney for the sale of sufficient Shares, acquired pursuant to the grant, vesting, exercise or other dealing in Awards, or Shares issued pursuant to Awards to cover the Tax Liabilities and authorizing the payment to the relevant company of the appropriate amount (including all reasonable fees, commissions and expenses incurred by the relevant company in relation to such sale) out of the net proceeds of sale of the shares.

##### **Employment Rights**

The Recipient acknowledges that his or her terms of employment shall not be affected in any way by his or her participation in the Plan, which shall not form part of such terms (either expressly or impliedly). The Recipient acknowledges that his or her participation in the Plan shall be subject at all times to the rules of the Plan as may be amended from time to time. If on termination of the Recipient's employment (whether lawfully, unlawfully, or in breach of contract) he or she loses any rights or benefits under the Plan (including any rights or benefits which he or she would not have lost had his or her employment not been terminated), the Recipient hereby acknowledges that he or she shall not be entitled to (and hereby waives) any compensation for the loss of any rights or benefits under the Plan, or any replacement or successor plan.

The Plan is entirely discretionary and may be suspended or terminated by the Board of Directors of KO or by the Company at any time for any reason. Participation in the Plan is entirely discretionary and does not create any contractual or other right to receive future grants of Awards or benefits in lieu of Awards. All determinations with respect to future grants will be at the sole discretion of the Board or the Company. Rights under the Plan are not pensionable.

### **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. The grant of the Award is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

#### **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.

#### **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.

The Recipient is advised to carefully read the materials provided before making a decision whether to participate in the Plan. In addition, the Recipient is advised to contact a tax advisor for specific information concerning his or her personal tax situation with regard to Plan participation.

### *Notifications*

## **Securities Law Notice**

In compliance with South African securities laws, the Recipient is hereby notified that the following documents are available for review on the Company’s “Investor Relations” website at <http://www.coca-colacompany.com/investors>: Annual Reports, Quarterly Reports, Earnings Releases and Proxy Statements.

A copy of the above documents will be sent to the Recipient free of charge on written request to Investor Relations at the Coca-Cola Company, One Coca-Cola Plaza, Atlanta, Georgia 30313, USA.

## **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 Disclaimer**

The grant of the Award is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Spain. 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. The grant of the Award is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

## **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.

## **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.

## **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.

## **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, including the Recipient, should conduct their own due diligence on the securities. The Recipient is encouraged to consult a legal or financial advisor if the Recipient does not understand the contents of The Agreement or the Plan or any aspect of the Award.

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 Disclaimer**

The grant of the Award is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the UK. The grant of the Award is also anticipated to be exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation in force from July 2019.

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.



**Non-Qualification**

The Award is not intended to be tax-qualified or tax-preferred for purposes of tax rules in the United Kingdom.

**Tax Consultation**

The Recipient understands that he or she may suffer adverse tax consequences as a result of his or her acquisition or disposition of the Shares. The Recipient represents that he or she will consult with any tax advisors he or she deems appropriate in connection with the acquisition or disposition of the Shares and that the Recipient is not relying on the company or any Affiliate for any tax advice.

**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.



COCA-COLA PLAZA  
ATLANTA, GEORGIA

**JAMES R. QUINCEY**  
PRESIDENT & CHIEF EXECUTIVE OFFICER  
THE COCA-COLA COMPANY

ADDRESS REPLY TO:

P.O. BOX 1734  
ATLANTA, GA 30301

1-404 676-9980

Fax: +1-404-598-9980

February 14, 2019

Lisa Chang  
Atlanta, Georgia

Dear Lisa,

We are delighted to confirm your new position as Chief People Officer, Grade 20, with an effective date of March 1, 2019. You will report to me. The information contained in this letter provides details of your new position.

- Your principal place of assignment will be Atlanta, Georgia.
  - Your annual base salary for your new position will be USD 570,000.
  - At the next regularly scheduled meeting of the Compensation Committee following your employment with the Company (April 2019), The Coca-Cola Company management will request special long-term incentive award(s) with approximate value(s) as follows:
    - o USD 1,600,000, to be delivered 1/3 in Stock Options and 2/3 in Performance Shares. This award is subject to Compensation Committee approval and is designed to address the equity award that you will not be eligible to receive in the Company's 2019 annual grant, due to the timing of your hire. All long-term incentive awards you will receive will be governed solely by the terms of the Company's long-term incentive plans and agreements that will be provided to you at the time any awards are made.
    - o USD 250,000 in Restricted Stock Units (RSUs). The RSUs will vest 1/3rd each year on the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> anniversaries of the date of the grant, provided all other conditions are met. The number of RSUs will be determined using the 30-calendar day average stock price of The Coca-Cola Company common stock as of the first of the month in which the award is approved. Dividend equivalents will not be paid during the restriction period.
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**EXHIBIT 10.4**

- You will receive a one-time sign on bonus of USD 270,000 provided as a lump sum cash payment. This will be paid to you within the month following your joining.
- You will be eligible to participate in the annual Performance Incentive Plan. Your annual incentive opportunity will be 0-170% of annual base salary. The actual amount of an incentive award may vary and is based on individual performance and the financial performance of the Company. Awards are made at the discretion of the Compensation Committee of the Board of Directors. The plan may be modified from time to time.
- You will be eligible to participate in The Coca-Cola Company's Long-Term Incentive program. Awards are made at the discretion of the Compensation Committee of the Board of Directors based upon recommendations by Senior Management. You will be eligible to receive long-term incentive awards within guidelines for the job grade assigned to your position. As a discretionary program, the award timing, frequency, size and mix of award vehicles are variable.
- You are expected to maintain share ownership pursuant to the Company's share ownership guidelines at a level equal to two times your base salary. As you are new to the company you will have until December 2023 to comply with this requirement. You will be asked to provide information in December each year on your progress toward your ownership goal, and that information will be reviewed with the Compensation Committee of the Board of Directors the following February.
- You will be eligible for the Company's Financial Planning Reimbursement Program which provides reimbursement of certain financial planning services, up to USD 10,000, subject to taxes and withholding.
- You will be eligible for the Emory Executive Health benefit which includes a comprehensive physical exam and one-on-one medical and lifestyle management consultation.
- You are required to enter into the Agreement on Confidentiality, Non-Competition, and Non-Solicitation, as well as the Agreement Covering Inventions, Discoveries, Copyrightable Material, Trade Secrets, and Confidential Information, effective immediately.
- This letter is provided as information and does not constitute an employment contract.

Lisa, I feel certain that you will find challenge, satisfaction and opportunity in this role as we start our journey together during this important time.

Sincerely,

**/s/ James Quincey**

James Quincey  
Chairman Elect, and Chief Executive Officer

c: Jason Gibbins  
Executive Compensation  
Executive Services

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**EXHIBIT 10.4**

I, **Lisa Chang**, accept this offer:

Signature:   /s/ Lisa Chang  

Date:   February 18, 2019

## CERTIFICATIONS

I, James Quincey, Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 25, 2019

/s/ JAMES QUINCEY

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James Quincey  
*Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company*

## CERTIFICATIONS

I, John Murphy, Executive Vice President and Chief Financial Officer of The Coca-Cola Company, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Coca-Cola Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 25, 2019

/s/ JOHN MURPHY

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John Murphy  
Executive Vice President and Chief Financial Officer of The Coca-Cola  
Company

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of The Coca-Cola Company (the "Company") on Form 10-Q for the period ended March 29, 2019 (the "Report"), I, James Quincey, Chairman of the Board of Directors and Chief Executive Officer of the Company and I, John Murphy, Executive Vice President and Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) to my knowledge, the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934;  
and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

*/s/ JAMES QUINCEY*

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James Quincey  
*Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company*  
April 25, 2019

*/s/ JOHN MURPHY*

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John Murphy  
*Executive Vice President and Chief Financial Officer of The Coca-Cola Company*  
April 25, 2019