

# **Coca-Cola European Partners plc**

## **Affiliated Transaction Committee Terms of Reference**

There shall be an affiliated transaction committee (the “**Committee**”) of the board of directors (the “**Board**”) of Coca-Cola European Partners plc (the “**Company**”). The Committee and the provisions of these Terms of Reference are subject to the terms, restrictions and conditions of (i) the shareholders’ agreement entered into between the Company, European Refreshments, Coca-Cola GmbH, Vivaqa Beteiligungs GmbH & Co. Kg (together, “**Red**”) and Olive Partners S.A. (“**Olive HoldCo**”) in respect of the Company; and (ii) the articles of association of the Company (the “**Articles**”)(including, in each case, the rights of Red and Olive HoldCo thereunder);, and subject thereto:

- a. the Committee shall exercise the powers, authorities and discretions delegated to it by the Board, in accordance with and subject to the limitations set out in these Terms of Reference and the Company’s Chart of Authority; and
- b. the Committee shall comply with any and all relevant obligations under law and/or regulation, which may be applicable to the Committee.

### **I. Authority and Responsibilities**

#### **1. Approval of Affiliated Transactions**

The Committee shall review, consider and make a recommendation to the Board with regard to any Affiliated Transaction.

#### **2. Meaning of “Affiliated Transaction”**

“Affiliated Transaction” means:

- a. any merger or consolidation between the Company and any Affiliate;
- b. any purchase by the Company of an equity interest in any Affiliate;
- c. any purchase by an Affiliate from the Company of an equity interest in the Company other than in respect of:
  - (i) an Affiliate’s participation in an issue of securities by the Company up to the Affiliate’s maximum pro-rata participation; or
  - (ii) an Affiliate’s receipt of shares in the Company under clause 14.1 of the transaction master agreement entered into between, among others, the Company, Olive HoldCo and Red on 6 August 2015 as amended and/or restated from time to time;
- d. any purchase by the Company from an Affiliate of goods or services, other than in the ordinary course of business;
- e. any transaction involving the acquisition or disposition by the Company of franchise rights or territories;
- f. any other transaction between the Company and an Affiliate or franchisor of the Company, not in the ordinary course of business, having an aggregate value in excess of EUR 10 million;
- g. any other transaction between the Company and an Affiliate or franchisor of the Company that the Board shall designate as an “Affiliated Transaction”; and

- h. any other matter or state of affairs involving an Affiliate, another Coca-Cola Company bottler or a franchisor of the Company that might materially impact the Company's performance.

For the purposes of the definition of “**Affiliated Transaction**”:

- the term “Affiliate” refers to (i) a person or entity that holds 5% or more of the stock, equity or other ownership interests of the Company; (ii) any other entity in which such stockholder has more than 50% of the voting power in the election of directors or in which it has the power to elect a majority of that entity’s board of directors; (iii) any entity controlled directly or indirectly by such Affiliate; and (iv) Red<sup>1</sup>;
- the term “Affiliated Transaction Affiliate” means the Affiliate that is a party to the Affiliated Transaction;
- the term “Company” refers to (i) Orange; and (ii) any other entity in which Orange has more than 50% of the voting power in the election of directors or in which it has the power to elect a majority of that entity’s board of directors; and
- the term “Red” refers to (i) Red; (ii) any other entity in which Red has more than 50% of the voting power in the election of directors or in which it has the power to elect a majority of that entity’s board of directors; and (iii) any other entity in which Red has a 20% or greater equity or other ownership interest (referred to as a “**Red Affiliate**”); and (iv) any entity controlled directly or indirectly by such Red Affiliate. Notwithstanding the foregoing, no entity shall be a Red Affiliate solely because of rights granted to Red pursuant to a bottling contract.

### ***3. Powers of Committee with respect to Affiliated Transactions***

The Committee shall have the responsibility to conduct the negotiation with the representatives of any party to an Affiliated Transaction and engage Independent Advisors at the reasonable expense of the Company, in each case to assist in its review and recommendation to the Board regarding any Affiliated Transaction. The Committee will notify the Board, as soon as reasonably practicable, when it begins to discharge its responsibilities under these Terms of Reference with respect to any Affiliated Transaction. An “Independent Advisor” means any legal or financial advisor or other expert (i) that has not represented or provided services to an Affiliate during the past calendar year, or (ii), notwithstanding (i), that the Committee determines, after due inquiry, is able to represent the Committee in an independent manner not adverse to the interests of the Company and its stockholders.

### ***4. Membership of the Committee***

The Committee will have a minimum of three and a maximum of five members, the majority of whom shall be independent non-executive directors, who shall be appointed by the Board. The Board shall designate one of such independent non-executive directors the Chairman of the Committee (the “**Chairman**”).

If the equity proportion (as defined in the Articles) of Olive HoldCo is at least 15 per cent., at least one member of the Committee shall be a director nominated to be a member of the Committee by Olive HoldCo. The appointment of the member(s) of the Committee nominated by Olive HoldCo shall take effect upon the issue of such nomination by Olive HoldCo.

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<sup>1</sup> The use of “Affiliate” hereunder shall in no way be used to reflect such person or entity is an affiliate of the Company for any other purpose.

Prior to making any nomination of a director to be a member of the Committee, Olive will discuss the proposed nomination with the Board, although the decision on the nomination is to be made by Olive in their sole discretion.

The Chairman shall be appointed for a term of up to three years which, if recommended by the Committee, may be extended by the Board for an additional term of three years (up to a maximum term of six consecutive years) provided that the Chairman continues to be eligible for membership of the Committee.

Appointments to the Committee shall be for a period of up to three years, which may be extended for up to two further periods each of up to three years (up to a maximum of nine years) if the relevant director continues to be eligible for membership of the Committee.

Any Committee member that will deliberate and make a recommendation to the Board on an Affiliated Transaction must (i) not, and for the past five years has not been, an officer, director or employee of the Affiliated Transaction Affiliate; and (ii) not own any equity or other ownership interest, directly or indirectly, in the Affiliated Transaction Affiliate (referred to as an “**Eligible ATC Director**”).

Any other Eligible ATC Director may be appointed by the Board as an alternate member of the Committee, to serve if any member of the Committee becomes unable or unwilling to serve. Any Committee member that is not an Eligible ATC Director shall recuse himself or herself from the discussions, deliberation and voting of such Affiliated Transaction and making of a recommendation to the Board.

#### **5. Other Duties**

Subject to paragraph II.6 (*Committee Powers*) below, the Committee shall also carry out such other duties that may be delegated to it by the Board from time to time.

#### **6. Reports to Board; Consultation**

The Committee shall report its actions and all of its recommendations to the Board.

### **II. Operations of the Committee**

#### **1. Schedule of Meetings**

In order to discharge its responsibilities, the members of the Committee shall each year agree a schedule of meetings; additional meetings may be scheduled as required. The Committee shall meet at least three times a year at appropriate intervals and shall hold additional meetings as required.

#### **2. Conduct of Meetings**

All determinations of the Committee shall be made either at a meeting duly constituted and held, or by a written recommendation signed by all of the members of the Committee.

#### **3. Quorum**

The quorum for a meeting of the Committee is:

- a. a sufficient number of independent directors to constitute a majority of the directors present at the meeting; and
- b. so long as Olive HoldCo has a member on the Committee, at least one Olive HoldCo nominated director.

If a quorum is not present at Committee meeting within 60 minutes of the time appointed for the start of the meeting, the meeting will be adjourned to the same time and place on the following working day. Notice of any such adjourned meeting shall be given to all Committee members. The quorum for any such reconvened meeting shall be a majority of Committee members.

#### **4. Documentation and Reports**

The Chairman shall be responsible for establishing the agendas for meetings of the Committee. An agenda, together with materials relating to the subject matter of each meeting, shall be sent to members of the Committee prior to each meeting. Any member of the Committee is permitted to add any item to the agenda prior to each meeting. Minutes for all meetings of the Committee shall be prepared to document the Committee's discharge of its responsibilities. The minutes shall be circulated in draft form to all Committee members to ensure an accurate final record, shall be approved at a subsequent meeting of the Committee. The Committee shall make regular reports to the Board after each meeting of the Committee.

#### **5. Self-Assessment**

The Committee shall evaluate its performance on an annual basis and develop criteria for such evaluation. At least annually, these Terms of Reference shall be reviewed and reassessed by the Committee and any proposed changes shall be submitted to the Board for approval.

#### **6. Committee Powers**

These Terms of Reference do not give the Committee the power to take any action which abrogates or has the effect of abrogating the authority of the Board to make any decision affecting the Company, without the consent of:

- if Olive HoldCo's equity proportion (as defined in the Articles) is at least 15 per cent., at least one director nominated by Olive HoldCo; and
- If Red's equity proportion (as defined in the Articles) is at least 10 per cent., at least one director nominated by Red.