

Guidelines for Coca-Cola HBC Outside Counsels

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I. General Expectations

The legal department of Coca-Cola HBC AG (together with its subsidiaries or affiliates “Coca-Cola HBC”) is responsible for managing the legal affairs and legal risks of Coca-Cola HBC. It consists of the Corporate Legal Department and the Country Legal Departments (each, the “Legal Department”). The Legal Department employs in-house lawyers under the direction of the General Counsel (collectively and individually, the “In-house Counsel”).

These outside counsel guidelines (“Guidelines”) have been developed by the Legal Department to guide outside counsels (outside lawyers, law firms and their lawyers, barristers, hereinafter collectively “Outside Counsel”) in working together with the Legal Department in its efforts to ensure timely, responsive, business minded and cost-effective legal representation and advice.

The Guidelines specify Coca-Cola HBC’s expectations from Outside Counsel, among other things, regarding quality and level of service, compensation, reimbursable costs and expenses, and billing procedures.

II. Coca-Cola HBC

Coca-Cola HBC is a leading bottler of The Coca-Cola Company. It has a broad geographic footprint with operations in 28 countries, serving a population of more than 600 million people. Coca-Cola HBC offers a diverse range of primarily non-alcoholic ready to drink beverages in the sparkling, juice, water, sport, energy, plant based beverages and ready to drink tea and coffee categories, premium spirits.

Coca-Cola HBC is committed to promoting sustainable development in order to create value for its business and for society. This includes providing products that meet the beverage needs of consumers, fostering an open and inclusive work environment, conducting its business in ways that protect and preserve the environment and contribute to the socio-economic development of the local communities.

Coca-Cola HBC is ranked among the top sustainability performers in ESG benchmarks such as the Dow Jones Sustainability Indices, CDP, MSCI ESG and FTSE4Good, among others. Coca-Cola HBC has a premium listing on the London Stock Exchange (LSE: CCH) and listed parallel listing on the Athens Exchange (ATHEX: EEE). For more information, please visit <http://www.coca-colahellenic.com>.

III. Outside Counsel Engagement

It is Coca-Cola HBC policy that all assignments to Outside Counsel of legal matters affecting Coca-Cola HBC must be initiated by the Legal Department. Any request for the provision of legal services from other Coca-Cola HBC personnel should be cleared with the Legal Department. When assistance from Outside Counsel is necessary, In-house Counsel may from time to time retain Outside Counsel for provision of legal services.

In-house Counsel who request Outside Counsel’s assistance or assigns a project (“Contact Counsel”) will lead an engagement with Outside Counsel and act as the principal contact within Coca-Cola HBC on all matters regarding the engagement. It is anticipated that Outside Counsel and Contact Counsel will strive to establish and maintain a team-working relationship, but

ultimately, it is the responsibility of Contact Counsel, together with their Coca-Cola HBC business colleagues, to determine and control the direction of all legal matters.

In all cases, Outside Counsel must obtain prior written approval from Contact Counsel before incurring fees or expenses on a matter, initiating any action on Coca-Cola HBC's behalf, undertaking representation involving any possible conflict of interest; or proceeding with any matter involving a significant legal, regulatory or reputation risk to Coca-Cola HBC.

Outside Counsel shall ensure that a copy of these Guidelines is provided to all its attorneys, paralegals, administrative, clerical and other assistants assigned to a particular matter concerning Coca-Cola HBC before work begins on any matter.

Coca-Cola HBC and Outside Counsel will align and agree on an engagement letter ("Engagement Letter"). In the event of a conflict between these Guidelines and the terms and conditions of the Engagement Letter, the terms and conditions of the Engagement Letter shall take precedence.

Prior to the engagement, Outside Counsel will sign a separate non-disclosure agreement ("NDA"). The NDA will be supplementary to these Guidelines.

IV. Outside Counsel Responsibilities

The following sections set out principles and expectations, as well as some obligations, in relation to the provision of legal services by Outside Counsel to Coca-Cola HBC:

a) Adherence to Coca-Cola HBC Policies and Applicable Laws

Coca-Cola HBC expects Outside Counsel at all times to adhere to the principles of Coca-Cola HBC's "Code of Business Conduct", its "Supplier's Guiding Principles Policy" and its "Anti-Bribery Policy & Compliance Handbook" as stated at Coca-Cola HBC's web-site at www.cocacolahellenic.com. Coca-Cola HBC further expects Outside Counsel to comply at all times with all applicable laws.

b) Contact Counsel Involvement

Contact Counsel will be actively involved, and partner with Outside Counsel in any matter and must be kept fully and promptly informed of all developments, particularly those affecting Coca-Cola HBC liability and loss exposure. All agreements, pleadings, material correspondence or communications to third parties shall be reviewed by the Contact Counsel prior to submission, unless directed otherwise or unless such review would lead to missing a binding deadline, in which case the Outside Counsel will promptly notify Contact counsel.

c) Conflicts of Interest

Outside Counsel is required to advise the Legal Department immediately of any situation that may involve a conflict of interest. Coca-Cola HBC may regard as an actual or potential conflict of interest the representation of another party which may have differing interests, whether such interest is conflicting, inconsistent, diverse or otherwise discordant. The foregoing description of "conflict of interest" may be broader than any otherwise applicable definition under Outside Counsel's local bar rules or codes of ethics.

As part of confirming the absence of any conflicts of interest, Outside Counsel should advise the Contact Counsel of any situations in which Outside Counsel either individually or through the firm represents clients in the same or similar subject matters as Coca-Cola HBC which are:

- i. business competitors of Coca-Cola HBC engaged in the commercial beverage industry;
- ii. Coca-Cola HBC's customers, i.e. any chain-stores, grocery or convenience stores or "big box retailers", e.g. Tesco, Carrefour, Metro, Wal-Mart, Auchan, etc.;
- iii. Coca-Cola HBC's suppliers of services, product ingredients, packaging and equipment; or
- iv. affiliated enterprises of Coca-Cola HBC, including The Coca-Cola Company ("TCCC") as well as other manufacturers and distributors of products under TCCC trademarks and their subsidiaries or brand owners of the products which are distributed by Coca-Cola HBC (e.g. Monster, Campari, Brown Forman).

Any matters in doubt must be brought to the immediate attention of Contact Counsel and resolved prior to embarking on any billable effort and so as not to compromise the interests of Coca-Cola HBC.

In case of any conflict, Contact Counsel and Outside Counsel should discuss the likely effect of such conflict of interest to understand whether a solution can be found with which the conflict of interest could be managed effectively.

d) Confidentiality

The beverage business is highly competitive. Coca-Cola HBC tries to preserve and protect its trade secrets, proprietary processes and information, and other sensitive business information to the fullest extent permitted by law.

Outside Counsel shall not disclose or make available to any third party Coca-Cola HBC's Confidential Information (save to the extent that such information is in the public domain otherwise than by breach of this clause) unless otherwise required by law, a court of competent jurisdiction, or other government or regulatory authority.

"Confidential Information" shall mean any legal, financial and/or business information connected with, arising out of or relating to Coca-Cola HBC or any of its employees, directors, customers, suppliers and other business partners, including without limitation oral and written information, books and records, financial statements, business plans, commercial and industrial strategies confidential memoranda, technical data, know-how, formulae, processes, designs, photographs, drawings, specifications and any other material, information and data, which is or has been made available by Coca-Cola HBC to Outside Counsel whether in writing, visual or machine readable form (including by fax and other forms of electronic transaction) or orally.

Coca-Cola HBC is free to use any materials developed or provided by Outside Counsel by sharing them with its affiliates, their shareholders and partners as it may deem appropriate.

e) Privacy and Data Protection

- i. Outside Counsel hereby acknowledges that the security and integrity of Coca-Cola HBC's data are of paramount importance to Coca-Cola HBC and that the unauthorized or unlawful access, use, disclosure, destruction, loss, or alteration of any Coca-Cola HBC's data may cause significant and irreparable harm to Coca-Cola HBC. Therefore, Outside Counsel shall maintain and implement comprehensive procedural, technical and organisational

information security measures to protect Coca-Cola HBC's data that is in its possession against unauthorised or unlawful access, use, disclosure destruction, loss, or alteration.

- ii. Outside Counsel shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Coca-Cola HBC's assignment. Outside Counsel agrees that its employees and all agents and sub-contractors acting on behalf of Outside Counsel (in their capacity as partners, managing directors, employed lawyers or in another function) shall, at all times, comply with the European Union General Data Protection Regulation 2016/679 (GDPR) and other applicable laws and regulations regarding data protection in relation to personal data received from Coca-Cola HBC and that it shall only process this data in accordance with the instructions of Coca-Cola HBC. Outside Counsel shall indemnify Coca-Cola HBC against all costs, legal costs, claims, damages, demands and other expenses arising out of any breach of this clause.
- iii. Outside Counsel shall notify Coca-Cola HBC as soon as possible (and in any event within twenty-four (24) hours) upon becoming aware of any unauthorized or unlawful use, disclosure or processing of any Coca-Cola HBC's data anywhere in the world ("Data Breach") and provide at its own cost all such assistance and cooperation as Coca-Cola HBC may reasonably request (such assistance may include conducting an investigation into the cause, informing data subjects and cooperating with regulatory investigations).

f) Litigation Matters

No litigation may be commenced by Outside Counsel on behalf of Coca-Cola HBC without the express consent of the Contact Counsel.

g) Staffing for Matters

After Outside Counsel has been asked to handle a particular matter, Outside Counsel and Contact Counsel should agree on which lawyer(s) within Outside Counsel's firm will have primary responsibility for the matter. Coca-Cola HBC asks that Outside Counsel give particular attention to the following:

- i. Delegation: Work should be delegated to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality. Thus, Outside Counsel's staffing proposal should be prepared so as to strike a balance between the efficiency a more experienced lawyer brings to given tasks and the cost savings that can occur when the task is performed by a junior lawyer or a paralegal.
- ii. Delineation of Duties: Outside Counsel is expected to strive to avoid duplication of effort in handling matters on behalf of Coca-Cola HBC. For example, it is expected that Outside Counsel will limit the number of lawyers sent to routine meetings or court proceedings. In many instances, only one lawyer needs to be present. As well, legal assistants should not be assigned to handle major Coca-Cola HBC projects without approval of Contact Counsel.
- iii. Dedicated Relationship Partner: Coca-Cola HBC expects there to be substantial continuity in the Outside Counsel who services Coca-Cola HBC. In this regard, Outside Counsel will identify the partners of Outside Counsel who will be primarily responsible for monitoring the state of the relationship as a whole on an ongoing basis and attending to its care and maintenance.

h) Copies of Legal Work

A copy of any memoranda of law, material correspondence, pleadings or other material documents prepared, sent or received by Outside Counsel in connection with any Coca-Cola HBC matter should be provided by Outside Counsel to Contact Counsel on a timely basis as the file progresses.

In addition, notice of the availability of all transcripts and records is to be provided to Contact Counsel, so that copies may be requested and provided by the Outside Counsel promptly after such request.

i) Experts and Consultants

Outside Counsel must obtain Contact Counsel's approval prior to hiring an outside expert or consultant on the matters concerning Coca-Cola HBC ("Outside Expert"). Prior to the approval, Outside Counsel must provide an estimate on the cost to be incurred by engaging Outside Expert. In case of hiring an Outside Expert, Outside Counsel is fully responsible for the work provided by the Outside Expert. In addition, Outside Counsel ensures that Outside Expert acts in accordance with these Guidelines.

j) Communication and Reporting

Coca-Cola HBC expects that both Outside Counsel and Contact Counsel regularly and fully communicate with one another. Coca-Cola HBC expects Outside Counsel to keep Contact Counsel regularly updated about all outstanding Coca-Cola HBC matters and inform Contact Counsel immediately about any material changes.

The Outside Counsel provides, upon the Contact Counsel's request, reports on the status of the performing assignments, as well as other case-specific analyses or cost estimates as may be reasonably requested.

k) Public Disclosure and Media Contacts

Outside Counsel shall not reference work activities performed for Coca-Cola HBC in any promotional brochures, pitches, beauty contests, advertisements, or similar representations without prior written approval of Contact Counsel.

Coca-Cola HBC asks Outside Counsel to report all press or media inquiries to Contact Counsel immediately. Coca-Cola HBC's public relations staff will respond to such inquiries where appropriate. Outside Counsel must not make statements to the press or the media unless specifically asked to do so by the General Counsel.

l) Regulatory Issues

Outside Counsel shall not contact any federal, state or local regulatory body or government official on Coca-Cola HBC's behalf without the instruction by the Contact Counsel. In addition, Outside Counsel shall notify the Legal Department of any regulatory issues that are identified in connection with any matter.

m) Trade Marks and Intellectual Property

The Outside Counsel shall not acquire any right upon Coca-Cola HBC's trademarks and/or distinctive marks or trademarks licensed to it. The Outside Counsel shall promptly notify Coca-Cola HBC about any threat or infringement of its own or licensed trademarks by any third party.

Outside Counsel shall comply with the requests and indications of Coca-Cola HBC in relation to the use of its trademarks, distinctive marks and intellectual or industrial property's rights and shall abstain from any action that may reduce the value of such trademarks, distinctive marks and intellectual or industrial property's rights as well as from exposing the employees and shareholders of Coca-Cola HBC to any civil or penal liabilities or administrative sanctions.

Coca-Cola HBC shall be free to use and copy all documentation created by the Outside Counsel for its benefit and purposes in the course of any matter. The Outside Counsel shall retain all copyright and other intellectual property rights in all material developed, designed and created by it in the course of the matter.

n) Thomson Reuters Legal Tracker

In order to ensure effective cooperation with Outside Counsels, Coca-Cola HBC uses and expects Outside Counsel to use for matter management and billing purposes Thomson Reuter's Legal Tracker system ("Legal Tracker").

V. Outside Counsel Fees

a) Professional Fees

Agreed hourly rates: Except for countries in which legal fees' charging parameters are established by law or legal market practice, Coca-Cola HBC pays for legal services on the basis of the standard hourly rates for the individuals performing the services which have most recently been communicated to and accepted by Contact Counsel.

- i. Schedule of applicable rates and agreed discounts will be agreed with Outside Counsel and will identify by name and rate those attorneys who Outside Counsel anticipate will be providing services for the respective Coca-Cola HBC subsidiary.
- ii. Given that from time to time persons who are not identified on the rates' schedule may be providing such services, general ranges of hourly rates for partners, associates and paralegals should also be provided and adhered to in billing for those persons for whom an individual rate has not been specified.
- iii. Coca-Cola HBC may request Outside Counsel to provide standard discounts on hourly rates for certain classes of matters, including but not limited to litigation, bad debt recovery, and general corporate advice.

Alternative fees: In certain circumstances, Coca-Cola HBC may propose a different basis for a professional fee. For instance, Coca-Cola HBC may propose the following:

- i. For matters that generate a high volume of activities over an extended period, Coca-Cola HBC may request rates lower than those customary charged;

- ii. Fixed fee regardless of the time spent;
- iii. Combination of a reduced baseline fee plus a contingent premium;
- iv. “Cap” for legal services to be established;
- v. Success fee (if permitted by local law);
- vi. Weekly fees, monthly fees, etc.

b) Strategy and Budgeting

- i. In handling a matter, Outside Counsel should work with Contact Counsel to develop an overall strategy for that matter. Developing a strategy not only assists in handling the matter but also ensures that both Outside Counsel and Coca-Cola HBC objectives are the same.
- ii. Outside Counsel may be asked to prepare a cost estimate or budget to implement the strategy, which has been agreed to for the conduct of a matter. The budget is meant to assist in evaluating the strategy proposed for the matter and to assist Coca-Cola HBC in monitoring legal expenses. Budgeting allows us to determine whether the benefit of a particular initiative is likely to outweigh its cost.
- iii. Any legal opinions, cost estimates or budgets provided by Outside Counsel must include reference to the material assumptions upon which the opinion, cost estimate or budget is based. If Coca-Cola HBC elects to proceed with certain legal services based on a legal opinion, cost estimate or budget, and any subsequent changes in the assumptions result in a material change in the opinion, cost estimate or budget, then Outside Counsel is expected to promptly notify Contact Counsel in writing of such change at the time of the such change, and before proceeding with the requested legal services. It is the responsibility of Contact Counsel to then determine and confirm to Outside Counsel the course of action to be followed in light of the change in assumptions.

c) Legal Research and Standard Forms

- i. Outside Counsel is asked to discuss any proposed major legal research projects with Contact Counsel before commencing the work and to secure the agreement of Contact Counsel to so proceed. Outside Counsel is also encouraged to discuss the results of research or other analysis with Contact Counsel before committing opinions to writing. Doing so will avoid the creation of a lengthy memorandum, which may ultimately prove unnecessary in the circumstances. When legal research has been completed as requested by Contact Counsel, a copy of the work product should be provided to Contact Counsel whether or not a formal memorandum of law is prepared. Time should not be spent “polishing” research to satisfy this request unless otherwise required by Contact Counsel.
- ii. The Legal Department has developed standard forms or specific contractual provisions for a wide variety of routine transactions (e.g., supply and purchase contracts, marketing agreements, leases, loan agreements, service provision agreements, sponsorship agreements, judicial settlements etc.). Outside Counsel is required to consult with the Contact Counsel to determine if a standard form or a specific contractual provision is available and appropriate for the matter at hand.

d) Non-chargeable Activities

Coca-Cola HBC will not pay for duplication of time caused by the transfer of a project to a new attorney for internal reasons, double-teaming, education, or excessive intra-firm conferencing.

Only time actually spent in personalizing standardized pleadings, other litigation documents or requests to the case at hand should be billed. No portion of the time spent drafting standard language should be billed.

VI. Outside Counsels Expenses

The Outside Counsel is asked to avoid expenses and disbursements as much as possible and reasonable. Upon a respective agreement between Outside Counsel and Contact Counsel expenses/disbursements can be covered through a fee as a fixed percentage rate in relation to the overall amount of the invoice of Outside Counsel.

a) Reimbursable Outside Counsels Expenses

Following categories of expenses can be reimbursed by Coca-Cola HBC's:

Expenses related to services

Out-of-town travel:

- i. Coca-Cola HBC will reimburse actual charges for transportation, hotels and restaurants necessary for effective representation of Coca-Cola HBC. Appropriate summaries of hotel and restaurant expenses will include the identity of the person making the expenditure, the date and amount of the cost, and nature of the expenditure. Summaries of transportation expenses should reflect the identity of the user, the date and amount of the cost, and points of travel;
- ii. Travel time is not billed unless specific work is done on Coca-Cola HBC matters;
- iii. Outside Counsel is asked to check with Contact Counsel the availability of Coca-Cola HBC's corporate discounted rates for hotel bookings when travelling on Coca-Cola HBC's business.
- iv. Airfare should be at economy class rates unless business class fares are expressly agreed with Contact Counsel in advance.

Delivery services/messengers:

Coca-Cola HBC will reimburse actual charges billed to Outside Counsel for deliveries where this level of service is required because of time constraints imposed by Coca-Cola HBC or because of the need for reliability given the nature of the items being transported. Appropriate summaries of messenger/courier expenses will reflect the date and cost of the service and the identity of the sender and the recipient or the points of transportation.

Translation:

Coca-Cola HBC will reimburse translation costs only if such translation has been requested by Contact Counsel.

Outside photocopying and printing:

Coca-Cola HBC will reimburse actual agreed charges for outside photocopy, binding and printing services. Summaries of expenditures for copying should reflect either the number of copies made or the cost per copy and must be indicated on the invoice. Outside Counsel should not charge Coca-Cola HBC for the cost of printing reports or other documents printed by a computer.

- **Expenses related to fees (Court and Governmental Agency Fees, Bank fees)**

Coca-Cola HBC will reimburse actual charges for court fees such as cost of filing, court reporter fees, witness fees and publication fees. The same applies to fees imposed by governmental agencies, other public authorities and banks. Appropriate summaries of such expenditures should reflect the date and nature of the expense and the recipient of the payment.

- **Expenses related to third parties (Experts, Arbitrators/Mediators, Local counsels, other professionals)**

Coca-Cola HBC will reimburse actual charges for Outside Experts such as local counsels, arbitrators, mediators or other professionals in case the engagement of Outside Expert has been pre-approved by Contact Counsel. Outside Expert expenses shall be paid directly by Outside Counsel and reimbursed by Coca-Cola HBC to Outside Counsel.

- **Other expenses**

Other categories of expenses can also be reimbursed by Coca-Cola HBC at its own discretion.

b) Non-Reimbursable Outside Counsels Expenses

Unless otherwise is agreed between Contact Counsel and Outside Counsel, expenses other than those listed in point a) VI, shall not be reimbursed by Coca-Cola HBC. Among others, the following categories of expenses will not be reimbursed:

- Internal photocopying and printing of documents
- In-town travel, including meals
- Making travel arrangements
- Monitoring of law and practice updates
- Telephone and internet charges, including long-distance calls
- Conflict of interest checks
- Secretarial overtime and word processing
- File opening, maintaining and closing, working with the Legal Tracker
- Preparing offers and budgets to handle the matter
- Invoice preparation
- Administrative costs (e.g. documents organisation, rental storage fees)
- Clerical tasks, including:
 - Word processing
 - Docketing and calendaring

- Document indexing
 - Filing documents, updating files
- Outside Counsel overheads, like:
- Service, license, or computer equipment fees related to electronic research
 - Library books, publications, subscriptions or periodicals
 - Hardware, software, database consultants or technical support
 - Office supplies
 - Internal messenger services and ordinary postage
 - Accounting or bookkeeping charges
 - Other general overhead expense.

All amounts representing non-reimbursable expenses included on the invoice shall not be reimbursed.

VII. Timing, Content and Payment of Invoices

a) Timing for Submission of Invoices

Prior to sending a paper version of the invoice, Outside Counsel shall submit in the Legal Tracker LEDES invoice describing specific tasks, timekeepers, numbers of hours spent on task and base rates, effective rates as well as reimbursable expenses. Once the LEDES invoice is approved by Coca-Cola HBC, Outside Counsel shall provide Contact Counsel with a paper invoice reflecting items specified in LEDES document.

Unless agreed otherwise with Contact Counsel, Outside Counsel shall submit monthly invoices for legal services provided to Coca-Cola HBC if the statements exceed Euro 1,000 (or the converted amount in the currency of the country of the respective Coca-Cola HBC subsidiary).

Otherwise, invoices should be rendered quarterly or upon completion of the matter within the quarterly period, whichever is earlier. Invoices should be received within 30 days of the earlier of the end of the billing period or completion of the matter.

The timely closing of Coca-Cola HBC's books at year-end requires the prompt submission of year-end invoices. Firms which bill on a quarterly basis should submit one statement for the months of October and November to be received no later than December 20. For accrual purposes, Outside Counsel shall calculate anticipated fees and disbursements for December and shall provide Contact Counsel with an estimate of these charges by December 20, unless the December charges will in total be less than Euro 1,000 (or the converted amount in the currency of the country of the respective Coca-Cola HBC subsidiary). In case the invoice is not sent prior a month closing, Contact Counsel may ask for anticipated accrued fees for a specific month, which shall be sent by Outside Counsel until the last Thursday of a month.

b) Content of Invoices and Schedules

Coca-Cola HBC tracks legal costs for each matter that is being handled by Outside Counsel and Coca-Cola HBC expects Outside Counsel to submit in the Legal Tracker LEDES invoice for a prior review and confirmation before submitting a paper invoice. It is imperative that schedule to each

LEDES invoice provide at least the following information for each matter which is being billed (all of the below is, unless otherwise agreed, also valid for any work done by an Outside Expert):

- i. Identification of the matter by appropriate subject heading;
- ii. Identification of the billing period to which account relates;
- iii. An itemised summary of the work that has been undertaken, including a brief description of each service rendered, the date on which each service was rendered, the time spent on each service (with time increments of not more than one-tenth (0.10) of an hour) and the individual who performed the service;
- iv. An itemisation and brief description of disbursements and expenses incurred during the billing period, with copies of supporting invoices for any disbursements;
- v. Reference to the purchase order number ("PO-Number") and, where applicable, the vendor code, which will be provided by Contact Counsel.

Upon receipt of Contact Counsel's confirmation of the LEDES invoice, Outside Counsel shall send all original invoices (together with schedules itemising the work on separate sheets) to the Contact Counsel (including the original invoices of Outside Expert that have been paid by Outside Counsel).

The actual invoices will be then passed by Contact Counsel to the finance department of Coca-Cola HBC's respective subsidiary. Due to the confidential nature of the work involved, Coca-Cola HBC asks that the actual invoice Outside Counsel submit be a summary sheet only, showing the following:

- Name, address, bank account details and tax identification number of client
- Name, address, bank account details and tax identification number of Outside Counsel
- Fees
- Disbursements
- Taxes
- Subtotal excluding taxes
- Grand total
- PO-Number

c) Payment of Invoices

The Invoices will be paid after they are Properly Invoiced. "Properly Invoiced" means that an invoice has been submitted on time, reflects appropriate legal charges, refers to the correct PO-Number and otherwise fully complies with these Guidelines.

The Outside Counsel acknowledges that in case an invoice is not Properly Invoiced, there may be a delay in the respective payment, and Coca-Cola HBC is not liable for such delay.

It is the Outside Counsel's responsibility to bring promptly to our attention any invoice that has not been paid when due.

d) Non-Payment of Invoices Due to Incorrect Format and or Entries

Coca-Cola HBC will not pay all invoices that fail to contain the information or adhere to the invoice policies detailed above, unless alternate arrangements have been made with Contact Counsel.

For example, Coca-Cola HBC will reject invoices for the following reasons:

- Computational errors
- Incorrect formats
- Unidentified timekeepers
- Invoices with identical invoice numbers
- Incorrect invoicing details of the respective Coca-Cola HBC subsidiary
- Absence of PO-Number and/or vendor code

Coca-Cola HBC will not pay for descriptions that lack specificity, including but not limited to the following examples:

- Attention to or follow up on file, matter, request, status of, correspondence etc.
- Work on file, motion, trial preparation
- Update case strategy or files
- Prepare for conference, phone call or meeting
- Review mail, documents, correspondence, records, file, case strategy, or case issues
- Pursue strategy, investigation, various matters, documents
- Telephone conference
- Legal research
- Debrief to partner/team member

Each disbursement must be itemised and must include a brief description. In addition, disbursements should not be submitted as “Miscellaneous” or “Other.” Coca-Cola HBC may request documentation verifying disbursements itemised on an invoice, including outsourced disbursements.

Invoices for legal services on matters remaining unbilled in excess of a 60 days risk not being paid, except where the business or matter, as approved by the Contact Counsel, dictates different arrangements.

Outside Counsel is responsible for revising and resubmitting each returned invoice within a reasonable time frame, generally two weeks. It is the responsibility of the Outside Counsel to obtain complete and correct information and present it on the invoice.

VIII. Miscellaneous

a) Right to Audit

Coca-Cola HBC reserves the right to audit Outside Counsel’s billings and invoices or to employ an auditing or other firm to do so. Outside Counsel agrees to make available in connection with any such audit any documents which may be reasonably necessary to enable a meaningful audit to be performed.

b) Ending the Outside Counsel Engagement

Coca-Cola HBC has the right to cancel the Outside Counsel engagement in whole or in part, by written notice at any time with immediate effect. In such event, Outside Counsel will transfer any and all files and documents and provide reasonable assistance in effecting a transfer of responsibilities at no cost to Coca-Cola HBC or a third party designated by Coca-Cola HBC relating to the cancelled matter. The completion of the transfer of the files in accordance with the above is prerequisite for the payment of Coca-Cola HBC of any open accounts to the Outside Counsel. Outside Counsel has the same right to cancel the engagement with Coca-Cola HBC, subject to an obligation to give Coca-Cola HBC reasonable notice to permit to obtain alternative representation or services.

c) Changes to these Guidelines

Coca-Cola HBC has the right to unilaterally adapt these Guidelines as deemed appropriate at any time by publishing any changes (respectively the new Guidelines) on the website (<http://www.coca-colahellenic.com>) and informing Outside Counsel accordingly. Outside Counsel is deemed to have accepted the changes if there is no opposite reaction within 30 days since the publication of / information on the changes (respectively the new Guidelines).