

## **Charter for the Chairperson Emeritus**

of

### **Coca-Cola HBC AG**

with registered offices in Steinhausen

**("Company")**

This charter for the Chairperson Emeritus ("**Charter**") governs the functions of the chairperson emeritus of the Company ("**Chairperson Emeritus**").

#### **1. Appointment**

- (a) The board of directors of the Company ("**Board of Directors**") shall be entitled to offer, in its entire discretion, the position of Chairperson Emeritus to a former chairperson of the Board of Directors following his/her resignation. Such former chairperson shall declare acceptance to serve in the honorary position of Chairperson Emeritus in accordance with this Charter.
- (b) The Chairperson Emeritus shall use the title Chairwoman Emeritus or Chairman Emeritus, as the case may be.

#### **2. Term and Termination**

The appointment shall be for an indefinite period of time. The Board of Directors shall be entitled to recall the Chairperson Emeritus, and the Chairperson Emeritus shall be entitled to resign as Chairperson Emeritus at any time.

### 3. No Fee, Expenses

- (a) The Chairperson Emeritus shall perform his/her duties free of any charge and/or remuneration whatsoever.
- (b) The Company shall reimburse the Chairperson Emeritus, against lawful invoices, expenses reasonably incurred by the Chairperson Emeritus when rendering services hereunder.

### 4. Authorities and Duties

- (a) Upon invitation by the Chairman of the Board of Directors of the Company, the Chairperson Emeritus shall:
  - (i) participate as guest in Board of Directors' meetings and receive the information material submitted for or at such meeting. For the avoidance of doubt, the Chairperson Emeritus may speak at but shall neither have any voting rights at such meeting nor the right to put any item on the agenda of such meeting;
  - (ii) be available to the Board of Directors and/or the senior management of the Company to discuss the business, economic and cultural issues, and social initiatives relevant to the territories where the Company is or will be active; and
  - (iii) attend official events of the Company, e.g., the shareholders' meetings, roadshows, meetings with investors or other public events, Christmas parties, important events like anniversary events, plant openings or the like.
- (b) The Chairperson Emeritus shall be entitled to use, to the extent necessary for rendering services hereunder, the Company's premises, infrastructure and/or administration services.
- (c) The Chairperson Emeritus shall have no signing authority, and he/she shall not be entitled to legally bind the Company.

### 5. Confidentiality

- (a) As used herein, "**Confidential Information**" shall include, but not be limited to, all technical, business and trade information of the Company, and of any third party, which is of a confidential, trade secret and/or proprietary character and, in particular but not limited, relating to the Company's technology, computer software, firmware, schemes, designs, ideas, know how, business operations, products, services, customers, and/or distributors, and which is (i) in written, recorded, graphical, visual or other tangible form, (ii) in oral form and identified as 'confidential' at the time of oral disclosure, or (iii) of apparent confidential nature, except to the extent that information can be shown to have been (x) previously known by the Chairperson Emeritus, (y) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of the Chairperson Emeritus or (z) later acquired by the Chairperson Emeritus from

another source if the Chairperson Emeritus is not aware that such source is under an obligation to another party hereto to keep such documents and information confidential.

(b) The Chairperson Emeritus shall

- (i) keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person;
- (ii) not directly or indirectly use the Confidential Information for his/her own purposes or for any purposes other than those of the Company;
- (iii) not record, divulge, disclose or communicate to any third party or, through any failure to exercise due care and diligence, cause any unauthorized disclosure of, any Confidential Information, except as may be necessary for the proper performance of the Chairperson Emeritus' duties or as may be specifically authorized in writing by the Chairperson; and
- (iv) assume full and unconditional responsibility for any use of Confidential Information other than expressly permitted.

**6. Compliance with Dealing Code**

The Chairperson Emeritus shall comply with the Company's Dealing Code as well as with all laws and regulations applicable to the members of the Board of Directors.

**7. Entry Into Force**

- (a) This Charter shall enter into force on June 24, 2016.
- (b) This Charter shall be reviewed regularly and shall, if necessary, be amended.