Hindustan Coca-Cola Holdings Ltd.

Hindustan Coca-Cola Holdings Ltd.
(Formerly Hindustan Coca-Cola Holdings Private Limited)

Brigade Magnum B-Wing 7th, 8th, and 9th floor Bellary Road, Kodigehalli Gate, Bengaluru – 560092,
Karnataka, India

[***insert date***]

[***insert name of director***]
[***insert location***]

Dear [***insert name of director***],

Your appointment as Independent Non-Executive Director on the Board in accordance with the Companies Act, 2013 and Securities and Exchange Board of India regulations (as applicable)

At the outset, we would like to thank you for considering joining the Board of Directors (the "**Board**") of the Company. The Company will benefit immensely from your wealth of experience and the guidance that you will be able to provide.

This letter of appointment setting out the terms and conditions thereof including remuneration is being issued to you, in terms of clause IV (4) of Schedule IV of the Companies Act, 2013 (the "**Companies Act**").

1. Term of Appointment

1.1. Subject to the provisions of this letter and applicable laws, your appointment as INED shall be for a term of _____ consecutive years with effect from _____, unless terminated earlier in accordance with the terms of this letter or applicable law ("**Term**").

1.2. As an INED, you will not be liable to retire by rotation.

1.3. The terms of your appointment as set out under this letter are subject to provisions of extant laws, including the Companies Act, rules framed thereunder, the articles of association of the Company and codes and policies of the Company, as amended and in effect from time to time. In the event the Company's equity shares are listed on any recognized stock exchanges in India, your appointment will also be subject to the applicable regulations issued by Securities and Exchange Board of India ("**SEBI**"), including provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR Regulations**"), as may be amended from time to time.

1.4. You may resign from your position at any time and should you wish to do so, you are requested to serve 30 days' prior written notice to the Board.

1.5. Notwithstanding anything contained in this letter, your appointment will cease immediately in case: (a) you incur any disqualification under Section 164 of the Companies Act; or (b) if your office is

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vacated by virtue of Section 167 of the Companies Act, or any other applicable law; or (c) you fail to meet the criteria of 'independence' as stipulated under Section 149 of the Companies Act . In such an event, you agree to immediately notify the Company of the disqualification / reason for vacation of office and you shall cease to be a director of the Company with effect from the date of such disqualification or reason for vacation of office.

2. Expectation of the Board from you as an independent non-executive director

2.1. As an INED, we are certain that you will bring objectivity and independence of view to the Board's discussions and help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial integrity and corporate governance.

2.2. As an INED, your role will include, among others, the following:

- Participating in setting and implementing the Company's direction and strategic agenda;
- Measuring performance against plans, reviewing operating results to ensure creation of shareholder value and management of interest of stakeholders;
- Assist the Company in implementing good corporate governance practices;
- Reviewing financial performance;
- Where needed, representing the Company to external stakeholders;

3. Committees

3.1. The Board may invite you for being appointed on one or more existing Board committees or any Board committee that is set up in the future. Your appointment on such committees will be subject to the applicable laws and regulations.

3.2. That should you be appointed as chairperson of any such committee(s), you are expected to discharge the functions of the chairperson fairly and impartially, and in compliance of law.

4. Time commitment

4.1. The Board meets at least 4 (four) times in a year. The committees of the Board will meet at a frequency prescribed under applicable law and as and when required. You will be expected to attend the meetings of the Board and committee(s) thereof to which you may be appointed, and general meetings of the Company and to devote such time to your duties, as appropriate for you to discharge duties effectively.

4.2. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

5. Role and Duties

5.1. Your role and duties will be those normally required of an independent director under Schedule IV of

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the Companies Act. Additionally, there are certain duties prescribed under Section 166 of the Companies Act for all directors, both executive and non-executive, which are fiduciary in nature which you are obligated to comply with.

5.2. In the event the Company's equity shares are listed on any recognized stock exchanges in India, you shall also be bound by the duties of the directors under the regulations issued by SEBI, and specifically those duties identified under the SEBI LODR Regulations. You shall also observe and comply with applicable provisions of the Company's codes and policies. You undertake to also attend meetings with the regulatory authorities (such as SEBI) as and when required or requested by the Company or the regulatory authorities.

5.3. You shall be required to comply with the codes, directives and policies of the Company as may be effective from time to time, including in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015 (as applicable), which *inter-alia*, requires that price-sensitive information is not used or transmitted and maintained securely. Subject to applicable law, you should not make any statements that might risk a breach of these requirements without prior clearance from such person as may be designated for this purpose by the Company.

5.4. This letter is a contract for service and is not a contract of employment and nothing contained in this letter shall be construed to establish the relationship of employee-employer vis-à-vis you and the Company.

6. Conflict of Interest and disclosure

6.1. As a condition to your appointment, you are required to declare any such directorships, appointments and interests as required under applicable law, to the Board in writing in the prescribed form at the time of appointment and at required regular intervals.

6.2. If your circumstances seem likely to change and might give rise to a potential or actual conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be promptly disclosed in writing to both the Board and the Company Secretary.

6.3. You also agree that you shall not directly or indirectly, whether as an employee, consultant, shareholder, director, investor or in any other individual or representative capacity, engage or participate in any company, business or undertaking which competes or is likely to compete with the business of the Company or which could otherwise potentially give rise to a conflict with your duties vis-à-vis the Company. For the purposes of this paragraph 6, "business of the Company" will include the present and future businesses of the Company, its subsidiary, HCCB, and all its affiliates, from time to time.

7. Liability under the Companies Act

7.1. As an INED, you shall be held liable only in respect of such acts of omission or commission by the

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Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

8. Evaluation

8.1. The entire Board will undertake evaluation of your performance as INED, as required under applicable law.

9. Provision for Directors and Officers Insurance

9.1. The Company has a Directors and Officers Insurance Policy in place, which shall also be extended to you throughout the Term.

10. Remuneration / Reimbursement of expenses

10.1. Subject to applicable provisions of the Companies Act and other applicable laws, you shall be paid a total fee of INR _____ per annum, payable on a quarterly basis. You may also be paid sitting fees for attending the meetings of the Board and its committees, as may be decided by the Board, from time to time. The payment of the said fee shall be subject to applicable provisions of laws, including applicable statutory/ tax deductions.

10.2. In addition to the above-mentioned fee, the Company will, for the period of your appointment, reimburse you, at actuals, for travel, hotel, other incidental expenses as incurred by you in the performance of your role and duties, subject to submission of the required documentation as per the Company's policies. All payments specified herein shall be subject to applicable statutory/ tax deductions.

11. Confidentiality

11.1. All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following your leaving the Board (by whatever means) to third parties without prior written clearance from the Board unless required by law or by the rules of any stock exchange or regulatory body. During the term of your appointment, you are requested to direct any media queries or approaches regarding the Company to the Board. At the end of your term, on reasonable request, you shall surrender any documents and other materials made available to you by the Company.

12. Notification of personal information

12.1. The Company needs to submit filings concerning Directors with various government authorities. You are requested to provide such information as and when required, including but not limited to the following:

(i) Personal Details like your address, email address, date and place of birth, nationality;

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(ii) Details of other Board membership/ committees and shareholding in other companies.

12.2. That you consent to the processing and use of your personal information by the Company.

13. Non- Disparagement

13.1. You shall not (directly or indirectly) make any negative or disparaging statement (written or verbal, electronically including on social media, anonymously or otherwise) or take any action which could adversely affect or be reasonably expected to adversely affect the reputation of the Company (including the Company's subsidiary, HCCB, affiliates/associates and their respective shareholders, directors, officers, employees and representatives). The terms of this section shall apply during the Term and shall continue to operate and apply after the Term without limit in time.

14. Governing Law and Jurisdiction

14.1. This letter and any non-contractual obligations arising out of or in connection with this letter shall be governed and construed in accordance with the laws of India and subject to paragraph 15 below, the courts in New Delhi shall have sole jurisdiction to try any disputes or claim that arises out of or in connection with this letter or its subject matter or formation.

15. Dispute Resolution

15.1. In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, breach or alleged breach of this letter ("**Dispute**"), you and the Company shall attempt in the first instance to resolve such dispute amicably through negotiations. If the Dispute is not resolved through negotiations within 15 days of commencement of discussion on the Dispute, then either the Company or you may by notice in writing to the other, refer the Dispute to arbitration under the Arbitration & Conciliation Act, 1996 ("**Arbitration**"). The venue of Arbitration will be New Delhi and the language of arbitration will be English. The Arbitration proceeding shall be presided by a sole arbitrator mutually appointed by both you and the Company. The arbitrator shall be entitled to award costs of the arbitration. Subject to the aforesaid, each party shall bear its own expense in relation to the arbitration, including such party's attorneys' fees and the expenses and fees of the arbitrator shall be borne equally by the parties.

15.2. The Company and you shall have the ability to obtain interim, injunctive or equitable relief as permissible under applicable law.

16. Notices

16.1. All notices or other communications required or permitted to be delivered or given hereunder shall be in writing and shall be delivered by hand or sent by registered post / acknowledgement due, or express mail, or internationally recognized courier service or transmitted by email. Any notice so served shall be deemed to have been duly given: (i) in case of delivery by hand, the other party providing

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acknowledgment of the receipt; or (ii) when delivered by post or courier and has obtained acknowledgment of the delivery; or (iii) for electronic mail notification with return receipt requested, upon the obtaining of a valid return receipt from the recipient:

If to the Company:	**If to [*insert name of director*]**:
Address: B-91, Mayapuri Industrial Aea, Phase-1, West Delhi, New Delhi – 1100064 or Brigade Magnum, Tower B, 7th-9th Floor, Amruthahalli Kodigehalli Gate, Hebbal, Bengaluru, Karnataka 560092 Attention: Board of Directors/Company Secretary Email: nafisac@coca-cola.in	Address: [●] Email: [●]

17. Amendment

Subject to applicable law, the Board has requisite powers and authority to update and amend the above terms and conditions from time to time and such update/amendment will be informed to you in advance provided that no such amendment will be possible without your consent if the terms of this letter require mutual agreement or adversely impact you.

By accepting this letter, you hereby provide your explicit consent to use your personal information for the abovementioned purposes.

We are confident that the Board and the Company shall benefit immensely from your rich experience and we are eager to have you on board as an integral part of the growth of the Company. We request you to confirm your intention to join us by counter signing a copy of this letter.

Yours sincerely,

For Hindustan Coca-Cola Holdings Private Limited

[*Name*]
[*Position*]

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……

I have read and understood the terms of my appointment as an Independent Non-Executive Director of the Board of Directors of Hindustan Coca-Cola Holdings Private Limited as set out above and accept the same.

_____

Name: [•]
[*insert date*]

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