

COCA COLA COORDINATION CENTRE NV
EUROPEAN WORKS COUNCIL AGREEMENT

27/03/98

This Agreement is entered into with effect from April 20, 1998 by and between S.A. COCA-COLA COODINATION CENTER N.V. at 1424, Chaussée de Mons in B-1070 Brussels, Belgium, representing the Central Management of The Coca-Cola Group of Companies within the European Economic Area (EEA) (hereinafter "CM"), and the Special Negotiating Body of employees of The Coca-Cola Group of Companies within the EEA (hereinafter "SNB").

WHEREAS

The parties to this Agreement desire to establish a framework within which the objectives of the EU Directive 94/45/EC of 22 September 1994 are satisfactorily met and, more specifically, to establish and mutually operate a viable system of transnational exchange of information and consultation with employees when decisions impact its employees in a minimum of two different countries covered by this Agreement.

Through this Agreement existing communication activities should be supported thus enhancing transnational information and consultation for all employees employed by the operations of The Coca-Cola Company in the EEA. Transnational information and consultation should enhance employees' understanding of the objectives, strategy, competitiveness and performance of The Coca-Cola Group of Companies established and operating within the EEA (hereinafter "Group"), as well as its operating environment, while allowing the Company the ability to benefit in a structured way from the employees' views and opinions on significant transnational issues.

The parties desire to cooperate in the fulfillment of their reciprocal and common interests ensuring the objectives of EU Directive 94/45/EC are met, while pursuing their activities in improving the right to information and consultation and securing the business objectives of the Group.

ARTICLE I

OBJECTIVES

- a) To establish a transnational information and consultation body, constituted of representatives of management and employees of the operations of the Group within the EEA, and
- b) To determine the competence and the operating procedures of such body.

Such information and consultation body shall ensure that employees of the Group within the EEA are properly informed and consulted regarding transnational economic, financial and social policy issues and transnational measures of a strategic and general

nature concerning the Group, which impacts its employees in a minimum of two countries covered by this Agreement. For the purposes of this Agreement such transnational information and consultation body is set up, The Coca-Cola Communication Forum (hereinafter “CCCF”).

ARTICLE II

OPERATIONS AND EMPLOYEES COVERED

This Agreement shall govern (i) The Coca-Cola Group of Companies (hereinafter also called “Group”) which denotes the group of undertakings related to each other through majority ownership and control by The Coca-Cola Company and established and operating within the EEA at any time during the validity term of this Agreement, and (ii) all the employees of those undertakings.

A list of all companies with employees covered by this Agreement will be available to all CCCF members. It will be updated for elections and before each meeting of the Coordination Committee.

ARTICLE III

DEFINITIONS

Within the meaning of this Agreement, the following definitions shall apply:

- All pertinent definitions in the Belgian Collective Agreement N° 62 of February 6, 1996 on the establishment of a European Works Council or a Procedure in Community-scale undertakings for the purposes of informing and consulting employees, which is attached hereto as Annex I, except if those definitions are otherwise defined in this Agreement.
- CCCF or Forum is the transnational information and consultation body established and operating under the terms of this Agreement.
- Central Management (or CM) shall be understood to mean a senior executive of the unit of The Coca-Cola Company (TCCC), responsible for TCCC’s operations within the EEA or his/her duly authorized deputy.
- European Employees’ Group (or EEG): The Employee Representatives in the CCCF will form an autonomous group within the CCCF to be called the European Employees Group (“EEG”).
- Consultation means the exchange of views and the establishment of dialogue between Employee Representatives and Central Management or any more appropriate level of management.
- EEA shall denote a geographical and political region comprised of the Member States of the EEA who are covered by EU Directive 945/EC and the United Kingdom, at any given time during the term of this Agreement. The scope of the EEA at the time of execution of this Agreement is listed in Annex II to this Agreement which is made an integral part of this Agreement.

- Information is the exchange among CM. Management Representatives and Employee Representatives of verbal and/or written descriptions and/or explanations.
- Transnational within the meaning of this Agreement will be understood to denote activities having a direct and significant impact upon operations in two or more EEA countries.

ARTICLE IV

NATURE OF THE CCCF

The CCCF is a joint mechanism for CM and Employee Representatives to inform and consult with each other on at least an annual basis regarding transnational economic, financial and social policy issues and transnational economic, financial and social measures concerning group operations in the EEA which have or will have a direct and significant impact on Group employees in more than one country.

Competence of CCCF

Without limiting the generality of the foregoing, the CCCF will be informed and consulted regarding the following economic, financial and social transnational policy issues and transnational measures of a strategic and general nature concerning operations of the Group, which have or will have an impact on the employees in more than one EEA country

Such issues are in particular:

- Business structure and economic and financial situation of the Group;
- Probable development of the business and of production and sales;
- The situation and probable trend of employment, investments and substantial changes relating to the organization;
- Introduction of new working methods or production processes;
- Transfers of production, mergers, cutbacks or closures of business;
- Collective redundancies.

The Forum may also deal with social issues such Health and Safety, Training, Equal Opportunities, etc.

The following matters remain outside the competence of the CCCF

- National or local issues concerning the Group's business operations in only one country;
- Compensation/Salaries/Benefits;
- Labour disputes or negotiations;
- Personal matters.

Protection of Management Prerogatives and Employees Information and Consultation Rights

This Agreement or the CCCF shall not affect the prerogatives of the CM and local management which remain exclusively competent and responsible for their business, financial, commercial and technological decisions, at local, national and transnational levels, nor the employees' rights to information and consultation at the local, national and transnational level.

ARTICLE V

OPERATIONAL PROCEDURES OF THE CCCF

The CCCF is composed of the members of the EEG and management representatives (hereinafter "Employee Representatives" and "Management Representatives").

European Employees' Group

The EEG shall constitute part of the constituents of the CCCF and shall perform the function of receiving information from and consulting with CM and/or Management Representatives in order that they represent the views of the employees they represent. The EEG will elect a chair-person, deputy chairperson and a third person who will be the Employee Representatives on the Coordination Committee.

Eligibility: all permanent employees who have an employment contract with the legal entities comprising the Group, since a period as laid down in national legislation and/or practice concerning their eligibility status, are eligible to be selected as Employee Representatives in the EEG.

Selection: Employee Representatives for the EEG shall be selected (election or appointment) from the pool of eligible employees according to the national regulations or common practices of the country in which they are employed. As far as it is legally possible, all employees of the Group in a specific country should be involved in the election and/or appointment of the Employee Representatives in the CCCF.

The allocation of Employee Representatives per country falling under the geographical scope of this Agreement will be established according to following guidelines:

One Employee Representative per Member State in which the Group has one or more establishments.

Supplementary representation shall be attributed in accordance with the following rules:

- One additional representative if at least 10% of the employees of the Group are employed in the Member State concerned;
- Two additional representatives if at least 20% of the employees of the Group are employed in the Member State concerned;
- Three additional representative if at least 40% of the employees of the Group are employed in the Member State concerned;

- Four additional representative if at least 60% of the employees of the Group are employed in the Member State concerned;
- Five additional representative if at least 75% of the employees of the Group are employed in the Member State concerned.

Term of Office: in order to ensure reasonable stability and experience of the Representatives, Employee Representatives shall be selected for a renewable period of three years. Selections for each subsequent term will also be for a period of three years. Any reason that according to the then national applicable law, brings an end to the term of office, will automatically imply that the Employee Representative will be removed from the CCCF. The same applies when the Employee Representative ceases for whatever reason to be an employee of the Group.

Substitute Employee Representatives will be selected in the same manner as Employee Representatives in order to replace the ordinary representatives in case he/she cannot attend. A maximum of two Substitute Employee Representatives per Member State will be selected, unless national legislation specifies otherwise.

Informing CM: once the Employee Representatives have been selected (elected or appointed), their names shall be advised to CM, as well as to the management of the operation of which they are the employees.

Management Representatives

Management Representatives shall constitute the other part of the CCCF and shall perform the function of imparting information to and consulting with the Employee Representatives to ensure that employees are informed and consulted when decisions which affect them considerably are taken in a member state of the EEA other than that in which they are employed. They must be in a managerial position and have the necessary expertise as regards transnational issues and policies.

Appointment: Management Representatives shall be appointed by CM. They shall represent different management disciplines within the Group and their number shall not exceed 1/3 of the total CCCF members.

Term of Office: Management Representatives shall be appointed for a renewable term of three years. CM shall appoint substitute representatives to complete the unfinished terms of Management Representatives whose employment with the Group terminates before the end of the term for which the manager has been appointed as a representative.

Chair

The Chairperson of the CCF shall be appointed by CM and a Deputy Chairman shall be appointed by the Employee Representatives.

Coordination Committee

The Chairperson of the CCCF and the Deputy Chairman together with two selected Employee Representatives and two selected Management Representatives will form the Coordination Committee of the CCCF.

That Coordination Committee must agree upon the agenda and the minutes of the CCCF meeting before those are disseminated to the participants of the CCCF meetings.

The Coordination Committee meets normally six to eight weeks prior to the CCCF meeting. The Employee Representatives on the Coordination Committee may meet once a year prior to this meeting to prepare for the meeting of the Coordination Committee.

Protection of Employee Representatives:

a) General Protection

In the exercise of their functions, Employee Representatives shall enjoy the same protection and guarantees as provided for individuals performing similar functions by the national legislation and/or practice in force in their country of employment.

Employee Representatives will be given time off with normal salaries or wages as laid down in national implementing legislation in order to perform their duties under this Agreement. Where no national legislation exists relevant provisions of Belgian legislation will apply.

b) Protection of National Rights

The CCCF shall be without prejudice to employee's existing rights to information and consultation under national law, and in particular national law transposing the EU Directives regarding collective redundancies (1975/1992) and transfers of business (1977).

Thus the Forum will supplement existing mechanisms for informing and consulting employees at national level.

Confidentiality and Withholding of Information

a) Confidentiality of Information

The members of the CCCF shall be bound by a duty of confidentiality as regards to any information which has been provided to them expressly in confidence. This obligation shall continue to apply, even after their term of office has expired and the information concerned has not yet become public.

b) Withholding of Information

CM shall not be bound, under the conditions and limits laid down by the legislation covering this Agreement, to disclose confidential information, when such disclosure

would be prejudicial to the Group or would contravene stock market regulations or other legislative requirements.

Meetings of the CCCF

a) Place, Date and Time of the Meetings

At least one meeting shall be held by the CCCF one day per year, at a date and a place as decided by the Coordination Committee.

A preparatory meeting of the EEG may be held prior to the plenary meeting, normally on the day before the plenary meeting, without the presence of CM and Management Representatives.

The EEG may meet after the plenary meeting in order to evaluate the CCCF meeting.

The annual meeting of the CCCF (including preparatory and follow-up meetings) shall not exceed two working days.

In exceptional circumstances and where an issue will significantly affect employees' interests in more than one country within the geographical scope of this Agreement, CM and other appropriate levels of management will inform and consult with the EEG as soon as possible. In such cases the Employee Representatives of those countries affected and CM have the right to put forward to the Coordination Committee a request for an extraordinary meeting. The Coordination Committee will agree on an exceptional meeting of an Ad Hoc group of the representatives directly affected, or other means of transnational communication, or at minimum facilitate local communication between Employee Representatives and management.

Between meetings management will use established communication mechanism such as electronic mail, etc. to inform and consult with the EEG as appropriate.

Participants

Employee Representatives, Management Representatives and CM are entitled to attend the CCCF meetings.

Support

CM will provide facilities at the disposal of the CCCF for the effective functioning of the CCCF (eg. telephone, fax, copiers, secretarial support).

Agenda

The Coordination Committee will seek input and suggestions from Employee Representatives Management Representatives and CM for the agenda of the meetings. The proposed agenda shall be circulated among the members of the CCCF by the Coordination Committee two months before each meeting. The final agenda shall be

approved and circulated by the Chairperson and the Deputy Chairperson to all members of the CCCF at least 2 weeks in advance of the Meetings.

Language

The medium term goal is to develop single language capability for the CCCF discussions. To this end, the meetings of the CCCF shall be conducted in English with interpretation facilities provided when needed.

Written translations of documents distributed at the meetings shall be provided as necessary.

If necessary, special assistance in English language skills will be provided when needed for all Employee Representatives.

These arrangements will periodically be reviewed by the Coordination Committee.

Minutes of the Meetings

A summary version (common statement) of the minutes of the CCCF meetings shall be prepared by the Chairperson and the Vice Chairperson within six weeks and approved by the Coordination Committee before circulation to all employees of the Group, following local practices.

The Chairperson and the Deputy Chairperson of the CCCF will be responsible to provide minutes of the meetings. The text of the minutes will be available to all employees of the Group upon request, excluding confidential information. Local translation will be provided.

ARTICLE VI

EXPERTS

The CCCF may be advised by experts on specific items of the agenda of the CCCF meeting. The Coordination Committee will define these experts and their role when setting the agenda. If no agreement is possible the majority of the EEG may request the participation of an expert of their choice. CM will not refuse this choice well founded reasons to be covered in the minutes of the Coordination Committee. Should experts attend meetings with Central Management, it is understood that they will be present only for that part of the agenda which relates to their specific area of expertise.

The EEG and the group of Management Representatives, respectively may be advised by an expert of their choice in their preparatory meeting.

Central Management will cover the normal expenses for the equivalent of one per cent per group and meeting as outlined in article V.7 a) of this Agreement.

Experts should not have a conflict of interest related to competition or advise or act as experts for competitors. All experts will be bound by the rules of the CCCF and will

sign the Non-Disclosure Agreement, a model of which is contained in Annex III to this Agreement.

ARTICLE VII

EXPENSES

CM will be responsible for the defrayment of all travel, accommodation and interpretation expenses related to the meetings under this Agreement, according to usual reimbursement policies.

ARTICLE VIII

SPIRIT OF COOPERATION

CM and EEG shall perform their reciprocal roles under this Agreement in a spirit of cooperation, good faith and mutual trust. They all formally acknowledge that this Agreement is fully satisfying all conditions laid down in Article 6 of the EU Directive 94/45/EC.

ARTICLE IX

ENTRY INTO FORCE AND DURATION

This Agreement is executed by representatives of CM with binding effect upon all operations of the Group and by the SNB representing the employees of the Group with binding effect on all employees of the Group.

This Agreement shall enter into force through its execution by both parties and shall remain in force for a period of four years as of its execution date. Thereafter it will automatically be renewed for further periods of four years unless action has been taken to begin termination procedures as outlined hereunder by written notice by registered letter given at least six months in advance of the end of the four years.

The procedure to terminate this Agreement or parts of this Agreement shall be initiated by a majority of the EEG or by CM. From the moment the termination is notified, negotiations will be conducted between CM and Employee Representatives on a new Agreement.

The existing Agreement will remain in force until a new Agreement has been conducted. Negotiations on the new Agreement will not extend beyond an eighteen months' period, following the notification of termination. In case no Agreement is reached during that time frame, the subsidiary requirement of the Belgian Collective Agreement N° 62 will take effect.

Both parties agree to amend at any time the relevant provisions of this Agreement if the applicable law so requires, or if the perimeter, workforce size or structure of the Group operations in the EEA is significantly modified through acquisitions, divestures, closures, etc.

All or part of this Agreement can be modified by mutual consent at any time.

ARTICLE X

APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of Belgium which CM designates as the location of its representative agent.

ARTICLE XI

VALIDATION

Should any clause or annex to this Agreement prove to be invalid for any reason; it shall not affect the validity of this Agreement in total. Such invalid parts shall be treated as separate from the Agreement and may be updated and/or amended without affecting the whole of this Agreement.

ARTICLE XII

TRANSFERRAL OF RIGHTS

As soon as the CCCF will meet for the first time, all rights and obligations exercised by the Special Negotiating Body (revision, denunciation, etc...) in accordance with Directive 94/45/EC and the law governing this Agreement, will be transferred to the CCCF in order to be able to enforce its rights and fulfill its obligations.

ARTICLE XIII

RESOLVING PROBLEMS

It is the intention of the parties to this Agreement that they will endeavour to resolve any disagreement on the meaning and/or execution of this Agreement through discussions of the Coordination Committee and the Chairperson or his/her duly authorised deputy. In the event that after a reasonable time, such discussions do not resolve the outstanding issue, an independent conciliator may be appointed by mutual agreement, and/or legal recourse may be sought by either part at the relevant Belgian Court.

ARTICLE XIV

LANGUAGE

The English language version shall be the definitive version of this Agreement.

Done in London on March 27 1998, in two original copies.

SNB MEMBERS

Klaus Basert (Germany)
Gerry Farrell (Ireland)
Ulla Green (Sweden)
Bo Lundeberg (Denmark)
Mario Minieri (Italy)
Catharina Stackelberg (Finland)
Lia Zachopoulos (Greece)

Mauro Bondi (Italy)
Alan Gilmore (The Netherlands)
Jan Vidar Hansen (Norway)
Günther Mahr (Austria)
Michel Pepin (France)
Dorothee Van Heymbeeck (Belgium)
Priscilla Brewin (United Kingdom)

CENTRAL MANAGEMENT

Massimo Benello (Italy)
Peter Buijze (Belgium)
Bernd Greve (Germany)
Arjan Overwater (Belgium)

Walter Brinkmann (Belgium)
Seamus Durr (Ireland)
Roel Mooiweer (Italy)
Birger Svendsen (Norway)

DRAFT

UNDERTAKINGS COMPRISING THE GROUP DD. JANUARY 31 1998

GERMANY

Coca-Cola Deutschland Verkauf GmbH & Co. KG
Coca-Cola Deutschland Verkauf Verwaltungsgesellschaft mbh
Coca-Cola GmbH

GREECE

Coca-Cola Hellas S.A.

IRELAND

Coca-Cola Reinsurance Services Limited
International Beverages
Red Disk Insurance Company Ltd.
Irish branch of Atlantic Industries
Irish branch of Atlantic Manufacturing Irish branch of The Coca-Cola Export Corporation

ITALY

Coca-Cola Beverages Italia s.r.l.
Coca-Cola Italia s.r.l.
Societa Acquisti Mobiliaria Ed Immobiliaria – SAMIM – s.r.l.
SIBEP – Societa Imbottigliamento Bevande Pescara s.p.a.
Societa Imbottigliamento Bevande Roma – SIBER – s.p.a.
Societa Bevande Italiana – SOBIT – s.r.l.
Societa per Azioni CLERCA per l'Imbottigliamento della Bevande Gassate

THE NETHERLANDS

Coca-Cola Finance (Nederland) B.V.
Coca-Cola Holdings (Nederland) B.V.

Coca-Cola Nederland B.V.

AUSTRIA

Coca-Cola Ges.m.b.H.
Erfrischungsgetränke Holding Gesellschaft b.m.H.i.l.
Getränkproduktionsgemeinschaft Ges.m.b.H. & Co. KG
Coca-Cola Computer Services Gesellschaft m.b.H.

BELGIUM

S.A. Coca-Cola Services N.V.
S.A. Coca-Cola Coordination Center N.V.
S.A. Coca-Cola Soft Drinks N.V.
Belgian branch of The Coca-Cola Export Corporation
Belgian branch of Beverage Products Ltd.

DENMARK

Coca-Cola Denmark A/S
Coca-Cola Nordic Beverages A/S

FINLAND

OY Coca-Cola Cold Drink AB
Coca-Cola Finland OY
Coca-Cola Joumat OY
OY Coca-Cola Holding

FRANCE

Coca-Cola Services France
Varoise de Concentrés S.A.

NORWAY

Coca-Cola Nordic Manufacturing AS
Coca-Cola Norge A/S
Coca-Cola Kald-Drikk Holdings AS
Coca-Cola Kald Drink AS
Coca-Cola Drikker AS

PORTUGAL

Coca-Cola (Portugal) Refrigerantes, Limitada

SPAIN

Compania de Servicios de Bebidas Refrescantes, S.L.

Fundacion Coca-Cola Espana
Refrescos Envasados, S.A.

SWEDEN

Top Refreshments AB
Coca-Cola AB
Coca-Cola Drycker Sverige AB
Coca-Cola Beverages Sweden

UNITED KINGDOM

Beverage Services Limited
Coca-Cola Holdings (United Kingdom) Limited
Coca-Cola International Sales Limited
Refreshment Spectrum Limited