

*s.a. Coca-Cola Services n.v.*

Chaussée de Mons 1424  
Belgium – 1070 Brussels  
☎ 02-559 2000  
📠 02 559 2001

Inrete  
fao Simone Dattoli  
Via Gustavo Fara 35  
20124 Milan

BELGIUM

Brussels, February 14, 2017.

Dear,

**Re: Agreement Coca-Cola Services**

Please find attached the executed copy of the above referenced agreement.

The copy has been signed on behalf of the S.A. Coca-Cola Services NV.

I kept one copy for our files

With kind regards,

Axel Bertoux

Encl: 1

## MASTER AGREEMENT FOR EXTERNAL PROFESSIONAL SERVICES

In consideration of the mutual promises contained in this Master Agreement ("Agreement"), COCA-COLA SERVICES SA ("COMPANY"), a corporation organized under the laws of the Kingdom of Belgium with a principal office at 1424 Chaussée de Mons, B-1070 Brussels, Belgium and INRETE ("CONTRACTOR"), a corporation organized under the laws of the state of Italy with a principal office at via Gustavo Fara 35, 20124 Milano agree as follows:

**1. Description of Services.** CONTRACTOR shall provide external professional services ("Services") to COMPANY as COMPANY may authorize, from time to time, by the execution of a Statement of Work ("SOW") referencing this Agreement and signed by authorized representatives of COMPANY and CONTRACTOR. For the purposes of this Agreement, the term "COMPANY" shall also include The Coca-Cola Company, Atlanta, Georgia, U.S.A., and its majority-owned subsidiary companies. Each SOW will set forth those Services and the cost to complete such Services via a form substantially identical to that which is attached as **Exhibit A**. Any SOW will reference this Agreement and will be subject to the Terms and Conditions contained herein. Additionally, COMPANY may generate a Purchase Order ("PO") for such Services. POs should reference this Agreement so that the Terms and Conditions herein apply to such PO. Additionally, the PO should include a brief description of Services and the cost to complete such Services. In the event of a conflict between the Terms and Conditions of a SOW or PO and this Agreement, the Terms and Conditions of this Agreement will prevail. CONTRACTOR shall only be authorized to perform and will only be compensated for work set forth in an executed SOW or PO as subject to the Terms and Conditions. This Agreement does not commit COMPANY to utilize the Services of CONTRACTOR for any minimum number of projects.

### **2. Compensation.**

**Fees.** CONTRACTOR shall be compensated according to the rates set forth in each individual SOW or PO which must be signed on behalf of both parties in order for CONTRACTOR to receive Payment.

**Expenses.** All expenses must be incurred and reimbursed in accordance with COMPANY's Travel and Entertainment Policy ("Policy"), a copy of which will be provided to CONTRACTOR. CONTRACTOR must include all expenses in any cost estimate submitted to COMPANY and must receive the prior written approval of COMPANY before incurring such Expenses. COMPANY expects CONTRACTOR to use commercially reasonable efforts to minimize all Expenses, whether or not they are directly reimbursed. This will include such efforts as taking advantage of lowest logical fares, local access numbers for internet connections, promotional rates from travel providers, etc. COMPANY will reimburse approved expenses at CONTRACTOR's net cost.

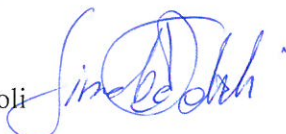
**Payment.** Within sixty (60) days following receipt and approval of timely submitted invoices and supporting documentation for Services and/or Expenses, COMPANY will pay all undisputed amounts. COMPANY will be entitled to reject any invoice or portion of invoice if COMPANY reasonably determines that (a) an Expenses charge does not comply with the Policy and/or the charge for Service is not accompanied by adequate supporting documentation, or (b) the work is not in accordance with the requirements of this Agreement. COMPANY shall notify CONTRACTOR of its reasons for rejecting any invoice and will pay the undisputed portion as set forth above. The parties will attempt to resolve any disputes relating to Payments in good faith prior to commencing litigation.

3. **Term.** This Agreement shall be effective upon signing the contract ("Effective Date") and shall remain in effect until December 31<sup>st</sup>, 2017 unless otherwise agreed to in writing by the parties, or unless terminated in accordance with the provisions hereof. Notwithstanding the foregoing, any Terms and Conditions specifically recited to survive the termination hereof shall survive, and all Terms and Conditions of this Agreement will continue in effect until all obligations under each SOW or PO executed under this Agreement are fully performed.

4. **Terms and Conditions.** CONTRACTOR has read and agrees to the Terms and Conditions attached herein and accepts this Agreement by (a) signing and returning this Agreement or (b) by commencing performance under this Agreement. Each SOW or PO executed on or after the Effective Date shall reference this Agreement and shall be deemed to be issued pursuant to this Agreement. This Agreement represents the entire agreement of the parties, and supersedes all prior communications, agreements and understandings between the parties, relating to the subject matter hereof. This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the parties. Signatures via facsimile or other electronic means are deemed to be the same as original signatures. Each of COMPANY and CONTRACTOR agree to the Terms and Conditions of this Agreement, and the person signing on behalf of each party represents that he or she is authorized to execute this Agreement on behalf of such party and has the authority to bind such party to the Terms and Conditions of this Agreement.

(CONTRACTOR)

By: InRete  
Simone Dattoli



CEO

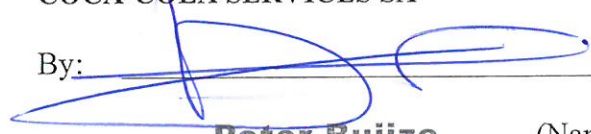
Date: January 25, 2017

**INRETE SRL**

Via Cornalia, 19 - 20124 MILANO  
P.zza Di Pietra, 26 - 00186 ROMA  
P. IVA / C.F. 06938560965

**COCA-COLA SERVICES SA**

By:



**Peter Buijze** (Name)

Administrateur Délégué/Gedelegeerd Bestuurder  
Managing Director

(Title)

Date:

13/2/17





## Terms and Conditions

1. **SERVICES** CONTRACTOR agrees to provide COMPANY the services ("Services") as described in each SOW or PO. Each SOW or PO is intended to identify as fully as possible the scope of the Services CONTRACTOR shall perform in connection with the particular project, the deliverables expected, the time frames expected to complete the project, the specific location wherein the Services shall be performed, and a firm quote or a good faith estimate for the costs of said Services as shown in EXHIBIT A.
2. **STATUS** CONTRACTOR shall be an independent contractor, and not an agent, representative or joint venture partner of COMPANY. CONTRACTOR shall not enter into any contract or commitment on behalf of COMPANY and shall be solely responsible for making all Payments to and on behalf of its employees and subcontractors including those required by law. COMPANY shall not be liable for any debts or other liabilities of CONTRACTOR. Additionally, in the event a PO is used, acceptance of such PO will constitute acceptance of the Terms and Conditions of this Agreement. COMPANY does not agree to and will not be bound by any provisions in CONTRACTOR's proposals, quotations, catalogs, acknowledgements, acceptances, invoices, or other documents (including counteroffers) which propose differing or additional terms and conditions or any addition, alteration, or deletion to or of the precise Terms and Conditions stated in this Agreement, except to the extent separately and specifically agreed to in writing by an authorized representative of COMPANY, expressly and conspicuously mentioning this Agreement and the intent to override stated Terms and Conditions hereof.
3. **TERMINATION** This Agreement shall be effective as of the Effective Date and shall continue until all obligations under this Agreement have been performed. COMPANY may terminate this Agreement and/or any SOW at any time, without cause, upon prior written notice to CONTRACTOR. COMPANY may terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR in the event of CONTRACTOR's breach of its material obligations hereunder. CONTRACTOR may cure such default prior to the expiration of the same thirty (30) day notice period ("Cure Period"), at which point this Agreement shall continue in full force and effect. If CONTRACTOR does not cure the breach during the Cure Period, the Agreement and/or SOW will be terminated.  
Except in the case of a non-remedied breach by CONTRACTOR within the Cure Period, upon early termination of this Agreement, COMPANY will be responsible for compensating CONTRACTOR for all authorized, non-cancelable commitments for costs incurred or to be incurred as a result of performance under this Agreement and any resultant SOW, which exist at the date of Termination; provided, however, COMPANY will in no event be obligated to reimburse CONTRACTOR for more than the total amount set forth in a SOW. If the amount COMPANY has paid to CONTRACTOR prior to the date of Termination exceeds the amount of authorized, non-cancelable commitments for costs incurred or to be incurred at the date of Termination, CONTRACTOR will reimburse COMPANY for the excess.  
Upon Termination, CONTRACTOR shall immediately discontinue all Services under this Agreement and shall return all copies of COMPANY data, records, or other materials and deliver to COMPANY all work in progress, including incomplete work.
4. **PAYMENT**
  - (a) Appropriate Payments for invoices that are in a form acceptable to COMPANY and accompanied by the supporting documentation requested by COMPANY will be made within sixty (60) days of their receipt and approval by COMPANY. COMPANY will be entitled to reject any invoice or portion of invoice if COMPANY, in its reasonable discretion, determines that (i) the charge is not accompanied by adequate supporting documentation, (ii) the charge is for services not authorized by COMPANY or (iii) the charge or the services are not in accordance with the requirements of this Agreement or any applicable SOW or PO. In the event COMPANY disputes any portion of an invoice, COMPANY will notify CONTRACTOR of its reasons for rejecting any invoice and will pay the undisputed portion as set forth. The parties will attempt to resolve any disputes relating to payments in good faith prior to commencing litigation.
  - (b) COMPANY reserves the right to set-off any and all reasonable amounts determined to be costs or damages incurred by COMPANY due to CONTRACTOR's performance against amounts due or that will become due to CONTRACTOR.
  - (c) COMPANY shall be entitled to withhold, from its Payments to CONTRACTOR, any taxes that COMPANY reasonably determines are required by law to be withheld, and COMPANY shall not be required to provide CONTRACTOR with any increased payment (a so-called "tax gross-up") or indemnity for such withholding. CONTRACTOR shall provide COMPANY with such forms or other documentation as are reasonably requested by COMPANY to reduce or eliminate such taxes or to enable COMPANY to comply with its legal obligations relating to such taxes, and COMPANY shall provide CONTRACTOR



with such receipts or other documentation as are reasonably requested by CONTRACTOR to evidence the payment of such taxes to the relevant governmental authorities.

(d) Each party will bear the cost of its own direct and indirect tax liability under the applicable local law. To the extent the Services are considered to be an export of services under the tax law to which CONTRACTOR is subject and as a result the Fees related to such Services are zero-rated or exempt from applicable VAT, GST, or similar tax (e.g., Indian Service Tax), CONTRACTOR will ensure that such zero-rate or exemption is properly applied to the relevant invoice. Prior to signing or accepting each SOW or PO, CONTRACTOR shall use its best efforts to determine whether the services or deliverables under an SOW or PO are considered an export of services or deliverables and shall inform COMPANY accordingly.

5. **TIMELINESS** The time frames set forth in each SOW or PO will represent CONTRACTOR's good faith estimate of the periods required to perform the Services that CONTRACTOR will diligently seek to meet. Company will make good faith efforts to timely take any actions reasonably necessary by COMPANY to support said work done by CONTRACTOR. Company will make good faith efforts to timely correct any inaccurate, incomplete or improperly formatted information given by COMPANY to support said work by CONTRACTOR. If CONTRACTOR reasonably believes that CONTRACTOR will be forced to incur additional time and expenses as a result of such correction of information, CONTRACTOR shall promptly notify COMPANY and provide a written estimate of any additional costs and Services reasonable needed, which estimate COMPANY must accept in writing prior to CONTRACTOR incurring such additional costs or performing such additional Services. Upon acceptance of such proposed estimate, said additional costs and Services shall be deemed within the terms of this Agreement.
6. **WARRANTY** CONTRACTOR represents and warrants to COMPANY that: (a) it has the experience and ability in the fields of contemplated by each SOW or PO or in such other fields and related disciplines as may be necessary to perform all required Services with a high standard of quality and will assign adequately educated, trained, and/or experienced project team members to perform the tasks assigned; (b) CONTRACTOR's Services will be performed in a workmanlike and professional manner and all Services, equipment, materials, reports and other deliverables furnished will be as represented by CONTRACTOR, suitable for COMPANY's business purposes and in conformance with any performance criteria provided to CONTRACTOR by COMPANY; (c) when working on-site at COMPANY premises, members of the CONTRACTOR project team will conduct themselves in accordance with COMPANY policies and procedures respecting the COMPANY's Code of Conduct, a copy of which shall be provided to CONTRACTOR; (d) it has the right to enter into and fully perform this Agreement, and no Service, equipment, materials, reports or other deliverables furnished to COMPANY will in any way infringe upon or violate any applicable law, rule or regulation, any contract with a third party or any rights of any third person, including, without limitation, rights of patent, trade secret, trademark or copyright; (e) with respect to all individuals it provides to perform the Services required under this Agreement, CONTRACTOR shall make all appropriate tax payments and tax withholding and shall verify such individuals as being legally able to work where the work is being performed; (f) information provide to COMPANY is free from conflict of interest and bias; and (g) information provided to COMPANY is accurate and verifiable.
7. **INDEMNITY** Except to the extent of COMPANY's negligence or willful misconduct, CONTRACTOR will defend, indemnify and hold harmless COMPANY and its affiliates, joint venture partners, subsidiaries, and authorized bottlers and customers from all losses, including attorneys' fees and court costs incurred by, and/or claims made against, COMPANY and its affiliates as a result of CONTRACTOR's performance under this Agreement or CONTRACTOR's breach of the representations or warranties herein. This indemnity will not limit any other obligation of CONTRACTOR to indemnify COMPANY.
8. **INTELLECTUAL PROPERTY** In this Agreement, "Intellectual Property" means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs, including all documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all processes, methods, plants, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.  
CONTRACTOR hereby assigns to COMPANY all worldwide right, title and interest in and to Intellectual Property created, made, conceived, reduced to practice or authored by CONTRACTOR, or any persons provided by CONTRACTOR either solely or jointly with others, in connection with the performance of this Agreement, any SOW or PO, or with the use of information, materials or facilities of COMPANY received by CONTRACTOR during the term of this Agreement. COMPANY shall be free to make, have made, use, offer for sale, sell, modify, translate, and import products utilizing the Intellectual Property assigned to COMPANY. CONTRACTOR shall promptly disclose to COMPANY all Intellectual Property created by



CONTRACTOR during the term of this Agreement. CONTRACTOR shall execute or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure or enforce for COMPANY statutory protection including patent, trademark, trade secret or copyright protection throughout the world for all Intellectual Property assigned to COMPANY pursuant to this Section. In addition, any Intellectual Property which qualifies as a *work made for hire* under the U.S. Copyright laws shall be a *work made for hire* and shall be owned by COMPANY, and CONTRACTOR represents and warrants that it shall insure that its employees or subcontractors promptly assign to COMPANY any Intellectual Property required to be assigned to COMPANY under the terms hereof at no cost to COMPANY.

CONTRACTOR shall retain ownership of all Intellectual Property clearly documented as having been made solely by CONTRACTOR prior to the date of this Agreement or as a result of work outside of its work on this Agreement or any SOW or PO hereunder; provided, however, that CONTRACTOR hereby grants to COMPANY a non-exclusive, worldwide, perpetual royalty free license with the right to sublicense, to make, have made, use and sell any Intellectual Property owned by Contractor that is incorporated into any deliverable under this Agreement.

9. **TRADE SECRETS/CONFIDENTIALITY** CONTRACTOR acknowledges that this Agreement creates a confidential relationship between CONTRACTOR and COMPANY. That confidential relationship is the basis on which COMPANY has disclosed and may in the future disclose to CONTRACTOR COMPANY's (and possibly a permissible third party's) commercially valuable, proprietary and confidential information pertaining to the Services and/or equipment provided for under this Agreement ("Confidential Information"). CONTRACTOR shall hold all Confidential Information, and all Intellectual Property assigned pursuant to Section 8, in strict confidence, and shall neither disclose the same to any third party nor use it for purposes other than providing Services and/or equipment hereunder, without COMPANY's prior written consent. CONTRACTOR shall not, without obtaining the prior written consent of the COMPANY, disclose to any person or entity that the Confidential Information has been provided to CONTRACTOR, or that discussions or negotiations are taking place or have taken place with COMPANY, or any of the Terms, Conditions, Status or other facts with respect to the Confidential Information or the work that CONTRACTOR is performing for COMPANY, including the existence of this Agreement or any decision on the part of COMPANY not to consider or pursue any work with CONTRACTOR. In addition, COMPANY requires its Confidential Information to be classified and protected as set forth in the document attached as EXHIBIT B and entitled "Information Protection Obligations." CONTRACTOR, in addition to its other obligations, will comply with the obligations set forth in EXHIBIT B with respect to any Confidential Information. CONTRACTOR will treat all Confidential Information as being classified as "Confidential" unless notified otherwise by COMPANY.

Confidential Information set forth above in this Section 9 shall not apply to information that is: (a) previously known to CONTRACTOR as a matter of written record; (b) disclosed to a third party by COMPANY either prior to or subsequent to its disclosure to CONTRACTOR hereto without an obligation on such third party to keep such information in strict confidence; (c) previously published or published or otherwise made available to the public through sources other than COMPANY or CONTRACTOR; or (d) information which COMPANY has given its written consent to CONTRACTOR to disclose to another. CONTRACTOR will not be in breach of its obligations set forth above in this Section 9 if it discloses such information as required by a government agency, court, or by operation of law; provided, however, that CONTRACTOR: (i) to the extent practical, consults with COMPANY's legal counsel sufficiently prior to disclosure to enable COMPANY to seek to oppose or restrict the disclosure; (ii) reasonably cooperates with any attempt by COMPANY to oppose or restrict the disclosure; (iii) uses its reasonable efforts to obtain any protective order requested by COMPANY; and (iv) only discloses such information that is required to be disclosed.

CONTRACTOR shall safeguard all material, whether written or otherwise, that COMPANY supplies to it and shall not copy or duplicate such materials without COMPANY's prior written consent. CONTRACTOR shall take such precautions as requested by COMPANY with respect to such material, including returning or destroying all materials and any copies or derivatives thereof within thirty (30) days of a request to do so.

## 10. **EXCLUSIVITY**

10.1 **Agency Exclusivity Period.** During the term of the Master Creative Agency Services Agreement the "Agreement" and for a period of 6 months thereafter (the 6-month period being referred to as the "Agency Exclusivity Period"):

- (a) Neither Agency, nor any Agency Affiliate, wherever located, will provide services of any kind for (i) PepsiCo Inc., or any of its subsidiaries or affiliated entities (including Frito-Lay) or (ii) any entity that



bottles or distributes beverages marketed by PepsiCo (collectively, the "PepsiCo Entities"). The restrictions of this paragraph are referred to as the "PepsiCo Restrictions".

(b) Neither Agency nor any Agency Affiliates, wherever located, will terminate or otherwise frustrate the provision of services to Company should PepsiCo Inc., or any PepsiCo Entity, offer to award any new brand assignments to Agency or any Agency Affiliates.

**10.2 Employee Exclusivity Period.** During the period of time any Designated Agency Employee (as hereinafter defined) begins providing services hereunder and continuing until the earlier of (i) 12 months after such Designated Agency Employee ceases to provide such services and (ii) the date such Designated Agency Employee ceases to be employed by Agency or any Agency Affiliate (such period being referred to as the "Employee Exclusivity Period"):

(a) Such Designated Agency Employee will not provide services of any kind (including without limitation participate in any pitch for new assignments) for any non-alcoholic beverage brands that are not Company's products and are not otherwise subject to the restrictions of Section 1 of this Exhibit ("Other Competitive Products"). The term "non-alcoholic beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages contain nutritive, food, or dairy ingredients, and all powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, and other bases from which such beverages can be made.

(b) With respect to any Designated Agency Employee described in Section 2(c)(y) of this Exhibit who ceases to be employed by Agency or any Agency Affiliate but thereafter becomes employed by a "Controlled Agency" (as hereinafter defined) within the 12-month period after he or she ceases to provide services hereunder, the Employee Exclusivity Period will continue for the portion of such 12-month period during which he or she is employed by the Controlled Agency and Agency shall ensure that such Designated Agency Employee complies with the requirements of this Exhibit during that portion of the 12-month period, as if he or she were still employed by Agency or an Agency Affiliate. A "Controlled Agency" means any entity that meets either of the following criteria: (A) it is a direct or indirect majority-owned subsidiary of the Agency that does not operate under any of the brands listed in Section 1.a. of the Agreement, or (B) it is an entity that from an operations standpoint is included in Agency's management or reporting structure but does not operate under any of the brands listed in Section 1.a. of the Agreement.

(c) A "Designated Agency Employee" means (x) any Agency employee providing services hereunder other than support services routinely provided to multiple Agency clients, such as legal or finance, or quality assurance, or non-strategic execution and/or non-strategic production-related services, and (y) any Agency account director, creative director, media director, chief technologist or other senior management participating in strategic discussions relating to Agency's services hereunder. "Designated Agency Employees" do not include Agency employees whose only services are in connection with a pitch for a new assignment from Company, which assignment is not awarded to Agency, and who are not otherwise described in the preceding sentence of this Section 2(c).

**10.3 Confidential Information.** Agency will ensure that any Designated Agency Employee described in Section 2(c)(y) of this Exhibit who provides services for Company at any time during the term of the Agreement will, prior to providing any such services, agree in writing to safeguard Company's confidential information on terms consistent with Section 10 of the Agreement, and to refrain (to the maximum extent permitted by applicable law) from providing services of any kind to (x) any PepsiCo Entities and (y) to any Other Competitive Products (including without limitation participating in any pitch for new assignments) while providing services to Company and for 12 months thereafter. Agency will furnish copies of such agreements to Company promptly upon request. Company's failure to request copies shall not be construed as a waiver of Agency's obligations under this Section 3.

**10.4 Existing Assignments.** Notwithstanding the foregoing, Agency and Agency Affiliates are permitted to retain assignments existing as of the effective date of the Agreement for any Other Competitive Products listed on Schedule 2, provided that Agency and Agency Affiliates comply with Company's Information Security Procedures, as described below, during the term of the Agreement and the Employee Exclusivity Period. Schedule 2 lists the assignments, including client name and type of services, which Agency and any Agency Affiliates are entitled to retain pursuant to this paragraph.

**10.5 New Assignments.** Subject to the restrictions of Sections 1, 2 and 6 of this Exhibit, Agency and Agency Affiliates are permitted to accept new assignments from existing or new clients for Other Competitive Products without Company's prior written consent, so long as Agency provides Company with at least 10 days prior notice that Agency is seeking such new assignment, provides timely confirmation if such new assignment is obtained and complies with the Information Security Procedures described below during the term of the Agreement and the Employee Exclusivity Period. "New assignments" are any



matters other than the continuation of existing assignments in territories where Agency and Agency Affiliates are providing services as of the effective date of the Agreement.

**10.6 Information Security Procedures.** If Agency or any Agency Affiliate, wherever located, elects to provide services of any kind for any Other Competitive Product, where permitted under this Exhibit, then Agency will promptly disclose the assignment to Company in writing, and comply with the following "Information Security Procedures" during the term of the Agreement and the Employee Exclusivity Period:

(a) All personnel dedicated to Company matters must be housed in a location separate from personnel working on such other accounts. Where feasible, personnel working on Company matters will be in a separate building. If a separate building is not feasible, the personnel must be physically separated from personnel working on such other accounts within the same building, in an area to which access is permitted only to those personnel working on Company matters. (This provision is referred to as the "Separate Housing" provision).

(b) Agency will comply with all provisions of Section 10 regarding confidentiality.

(c) Agency will provide Company with a letter from its senior management confirming that senior management will closely supervise compliance with all measures required by this Exhibit and Section 10.

(d) Agency and such Agency Affiliates will be audited annually to confirm Agency's compliance with this Exhibit. If an annual audit determines that Agency has failed to comply with this Exhibit, then Agency and its Agency Affiliates will be audited on a semi-annual basis until such time as an audit confirms compliance, in which case audits will resume on an annual basis. Agency will be deemed to have failed the audit if the auditor determines that Agency has not complied with any of Sections 1, 2, 3 or 6(a) of this Exhibit. Agency will select the auditor from the firms retained by Company, i.e., Ernst & Young, Firm Decisions and any other independent firms Company may retain from time to time, unless Company in its sole discretion elects to have its Corporate Audit Department ("CAD") conduct the audit. If Company in its sole discretion does not elect to have CAD conduct the audit, then such audit shall be conducted by the third-party auditor selected by Agency from the firms retained by Company, at Company's expense. If Company does elect to have CAD conduct any such audit and Agency's policies do not permit CAD to do so, then any such audit shall be conducted by the third-party auditor selected by Agency from the firms retained by Company, at Agency's expense. Company agrees that any such third party will enter into a written agreement with Agency and Company that requires such firm to (x) use any Agency confidential information solely for purposes of the inspection or audit, (y) keep Agency's confidential information (including any information relating to its other clients) confidential in accordance with the applicable provisions of Section 10, and (z) handle such information in accordance with the same procedures that apply to Agency's handling of Company confidential information as described in Section 10 of the Agreement. Any audit by CAD will be conducted at Company's expense. Company will give Agency 7 days' notice of any audit. Agency will provide Company with copies of the audit reports promptly upon receipt, for Company's review. Company agrees that notwithstanding any contrary provision hereof, (A) it will not conduct more than 10 annual audits per calendar year with respect to Agency and all Agency Affiliates and (B) no Agency office will be audited unless Company has, during the 12-month period preceding the audit start date, paid fees (including bonuses) to such office in excess of US\$200,000 (or the local currency equivalent). The limitations of the immediately preceding sentence do not apply to any semi-annual audits conducted after compliance failures have been identified or to any audits conducted by CAD or otherwise at Company's expense.

**10.7 Liquidated Damages.** Agency acknowledges that any failure by Agency, any Agency Affiliate or any Designated Agency Employee to comply with the provisions of this Exhibit will cause Company significant harm, the extent of which will be difficult to calculate. In lieu of such calculation, the parties agree that the following liquidated damages will be just compensation for such lack of compliance:

(a) If Agency or any Agency Affiliates fails to comply with the Separate Housing Provisions, then Agency will pay Company an amount equal to 5% of all fees in the aggregate (including bonuses) paid during the 12 months preceding the audit start date by Company and Company Affiliates to the Agency office in which such lack of compliance occurs.

(b) If Agency or any Agency Affiliates fails to comply with Sections 1 or 2 of this Exhibit, then Agency will pay Company an amount equal to 10% of all fees in the aggregate (including bonuses) paid during the 12 months preceding the audit start date by Company and Company Affiliates to the Agency office in which such lack of compliance occurs.



(c) It is understood and agreed that Company reserves the right to pursue any and all legal remedies for any breach of Section 10 (Confidentiality) of the Agreement or any breach by a Designated Agency Employee of any confidentiality agreement. The provisions of this Section 7 of this Exhibit are without prejudice to Company's rights in Section 2 (Modification of Services; Termination) of the Agreement.

**10.8 Prior Written Consent.** Company cannot agree to any exceptions to the provisions of this Exhibit without the prior written consent of the Director, Worldwide Agency Operations, of The Coca-Cola Company. All decisions by Company with respect to audits will also be made by such Director, including the selection of Agency offices for audit.

**11. INJUNCTIVE RELIEF** In the event of a breach or threatened breach of the foregoing provisions of Sections 8, 9, or 10 of this Agreement, the damages to be suffered by COMPANY will not be fully compensable in money damages alone, and accordingly, COMPANY or the third party owner of the Confidential Information shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

**12. COMPANY NAME** Without COMPANY's prior written approval, CONTRACTOR shall not publish or use any advertising, sales promotion or publicity matter relating to Services, equipment, materials, products and reports furnished by CONTRACTOR wherein the names of COMPANY, its subsidiaries, affiliates and/or authorized bottlers are mentioned or their identity implied. CONTRACTOR agrees not to make any press release or give any formal or informal media interview which is in any way related to COMPANY without COMPANY's prior written approval. CONTRACTOR agrees not to disclose its relationship to COMPANY to third parties or the fact that a specific or general inquiry is in any way related to COMPANY without COMPANY's prior written approval. CONTRACTOR shall insure that neither it nor its employees shall violate this Section 12 in any public statement or posting. CONTRACTOR shall insure that any posting that violates this Section 12, whether made by CONTRACTOR or one of its employees or subcontractors, is removed within 48 hours of written notice from COMPANY.

**13. AGENCY TRANSPARENCY AND CLIENT DISCOUNTS**

(a) Company is entitled to the pro rata benefit of all value (cash, non-cash and barter) accorded to and received by Agency from any source relating to Agency activity on behalf of Company and any Agency activity which leverages overall Agency volume (which includes value determined by Agency's expenditures on behalf of Company or by total Agency expenditures, including expenditures attributable to Company). Agency must not retain any portion of that pro rata value or allow that value to benefit any other client. Specifically, Agency will pass through to or credit Company for all such value. Such values include but are not limited to, agency volume bonuses, loyalty discounts, volume discounts, rebates, year-end bonuses, technical fees, direct debit fees, service level agreements or other payments or value ("Agency Volume Bonuses") provided to Agency and determined by its volume expenditure on behalf of Company or total Agency volume expenditures, including expenditures attributable to Company. In some countries outside the United States, Agency Volume Bonuses may also be referred to as rappels, surcommissions, goodies, extratipos, extra extra tipos, sobreprimas, sobretipos, bonifications or bonies.

(b) Agency will pass through to Company the same dollar amount of early payment cash discounts received from suppliers whenever the cash discounts are earned by Company or by Agency using Company investments, by Agency making payment on or before the due dates established by such suppliers for such discounts, if Company has paid Agency prior to such date. Agency will not be required to pass through such discounts if Agency has informed Company of the discount and payment deadlines on a timely basis, Company has expressly declined to accept the discount, and Agency has used its own funds to make payments for such discounts.

(c) Agency will give Company prompt, complete and written disclosure of all Agency Volume Bonuses or other value obtained by Agency from supplier and a specific description of the manner in which Agency has given Company the benefit of such items. If Agency asserts that all Agency Volume Bonuses, retrospective discounts and/or other benefits have been reflected in any invoiced amount, then Agency must provide auditable information to support such assertion upon Company's request. Agency will provide Company with written semi-annual updates and year-end summaries of all Agency Volume Bonuses actually paid or credited to Company.

(d) Agency will ensure to work with Company to develop the most efficient and effective means of calculating and returning monies owed to Company while maintaining client transparency. Unless Company agrees otherwise in writing in advance, all Agency Volume Bonuses will be paid or passed through in the same form in which they are provided by the supplier (e.g., cash, non-cash, free space, etc.). All Agency Volume Bonuses will be paid or passed through to Company no later than June 30 of the



calendar year following the year in which the Agency Volume Bonus was obtained by Agency unless otherwise requested by Agency in the annual year-end summary report to be provided under paragraph (c) and agreed by Company. Company cannot agree to any other exceptions to the provisions of this Exhibit without the prior written consent of the Director, Worldwide Agency Operations, of The Coca-Cola Company.

14. **INSURANCE** Contractor shall maintain, at its own cost and expense, at all times while CONTRACTOR is providing Services to COMPANY, sufficient insurance to adequately protect the respective interests of the parties, including CONTRACTOR's indemnification obligations. Failure to request evidence of this insurance will in no way be construed as a waiver of CONTRACTOR's obligation to provide adequate insurance coverage. Combinations of primary and umbrella/excess policies are acceptable to fulfill such obligation.

15. **CONTRACTS; INSPECTION AND AUDITING OF RECORDS**

**15.1** Except with respect to contracts to obtain intellectual property rights, Agency will make all contracts of employment and for services of non-employee personnel, such as independent contractors and free-lancers, in Agency's own name as principal. Agency, as principal, will perform all duties and obligations of those contracts and be solely liable for them.

**15.2** Agency will act as Company's agent in making all contracts to obtain intellectual property rights. All intellectual property contracts will be made in accordance with the ICPG (as defined above in Section 14a(ii)).

**15.3** Any contract (other than employment contracts) made by Agency in providing services must be assigned to Company upon Company's request. To the extent permitted by law, all those contracts must expressly permit assignment to Company at any time without approval from any other person or entity, including the other contracting party(ies). All such contracts must be assigned to Company, with appropriate documentation, no later than 90 days after termination or expiration of this Agreement.

**15.4** Promptly after creation, Agency will input strategic and production information and electronic files for each item of creative materials produced by Agency into The Coca Cola Company's Digital Media Exchange (DMeX) in accordance with the requirements outlined in the ICPG or as specified in written instructions provided by Company.

**15.5** Agency shall at its own cost make and retain, for the periods described in this Section 15, records of all Services performed as described in Section 15.f. below ("Services Records"), and all purchases and payments made and all costs incurred under this Agreement ("Financial Records") (Financial Records and Services Records together are "Company Records"). The Financial Records will be maintained in substance and form consistent with US Generally Accepted Accounting Principles, or locally accepted accounting principles if Services are performed outside the US. Financial Records will be retained for a period of 24 months after the end of the term of this Agreement (or 24 months after the calendar year in which the purchase or payment was incurred, if longer).

**15.6** Agency will make and retain the following Services Records (if applicable): records regarding project management, creative development, including storyboards and scripts, content origination, supporting documentation such as style guides, and all contracts, releases, agreements and licenses related to the Agency Work and Deliverables. All such Service Records must be kept in an organized fashion and separated by brand name and campaign, and stored at a location and in a manner guaranteeing their security and integrity for a period of 24 months after the end of the term of this Agreement. Agency will provide written notice to The Coca Cola Company's Information Access/RIM department, Attention Director, Records Information Management at One Coca-Cola Plaza, NAT 2020, Atlanta, Georgia 30313 regarding the storage location of all Company Records.

**15.7** Upon Company's request, Agency will return any requested Company Record to the Company Project Liaison as specified in the applicable Project Statement, or alternatively, to The Coca Cola Company c/o the Archives Department at One Coca-Cola Plaza, CCP LL 157A, Atlanta, Georgia 30313: Attn: Archives Manager.

**15.8** Agency shall permit representatives of the Company or its third-party auditor to audit, inspect and copy during regular business hours and upon reasonable notice, during the term of this Agreement and for two years thereafter, Agency's books, records, accounts, time sheets, underlying and backup records and accounting materials, methods and controls as may pertain (in the reasonable determination of Company) to any costs, expenses and fees incurred for or charged to Company either directly or indirectly, in order to determine whether Agency has met its obligations under this Agreement. Company, by and through its representatives and agents, such as third-party auditors, will perform any inspections and audits at its sole



discretion. If the initial audit in any 12 month period results in one or more findings of "Critical Risk" or 3 or more findings of "High Risk", as defined in Schedule 1, then Company shall have the right to make a return audit within the following 12 months. Agency will fully cooperate with Company or its third-party auditor to facilitate such audits by making its records and personnel reasonably available. If, after any inspection or audit, Company determines that Agency failed to abide by any provisions of this Agreement, which results in overpayment to Agency by Company, Agency will refund Company the amount of the overcharge within 60 days of receipt of notice from Company of the overcharge.

**15.9** Agency shall notify Company 90 days in advance of any changes in its accounting methods if the change will affect Agency's charges to Company.

#### **16. COMPANY'S CODE OF BUSINESS CONDUCT & OTHER REQUIREMENTS**

(a) In rendering services to Company, Agency must comply with all provisions of the following codes and policies (collectively, the "TCCC Policies"), which are incorporated herein by reference and which are available at <https://partner.coca-cola.com/sites/AgencyOperations/SitePages/Home.aspx>:

- i. the Code of Business Conduct for Suppliers to The Coca-Cola Company;
- ii. the Integrated Content Production Guidelines, as issued by The Coca-Cola Company's Global Marketing function and as supplemented from time to time by other business units (collectively, the "ICPG") (including all other policies referenced therein);
- iii. The Coca-Cola Company's Responsible Marketing Policy
- iv. The Coca-Cola Company's Supplier Guiding Principles;
- v. The Coca-Cola Company's Agency Travel Policy;

(b) If Agency is providing any of the following specialist services:

- i. if Agency renders Experiential Event Management and/or Experiential Sampling Services, then Agency must comply with Company's Experiential Services Requirements which are set forth in Addendum \_\_\_\_; and
- ii. if Agency renders Public Relations Services, then Agency must comply with Company's Public Relations Services Requirements which are set forth in Addendum \_\_\_\_.

(c) Agency will provide to all employees furnishing services copies of The Coca-Cola Company's Code of Business Conduct for Suppliers to The Coca-Cola Company, The Coca Cola Company's Responsible Marketing Policy, the ICPG and the Supplier Guiding Principles, or post them electronically, with a notice to all employees that these guidelines must be followed whenever rendering services to Company.

(d) Agency agrees to comply with the following anti-bribery covenant: In performing Services under this Agreement, Agency will comply with all applicable laws, particularly the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, as well as the laws of each country(ies) in which Services are to be performed. As such, Agency agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Company, transfer anything of value, directly or indirectly, to any government official, employee of a government-controlled company, political party or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or improper advantage. Agency further agrees that no money paid to Agency by Company as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of applicable laws. Agency agrees to provide prompt certification of its continuing compliance with applicable laws whenever requested by Company. All agents or employees of Agency who will be involved in representing Company must be identified in writing and approved by Company before they perform any actions on behalf of Company. Agency further agrees that none of the agents or employees of Agency providing Services are government officials or immediate family members (parents, siblings or children) of government officials, and that no payments will be made by Agency on behalf of Company without obtaining prior approval from Company. A written accounting must be kept of all payments made by Agency or its agents or employees on behalf of Company, or out of funds provided by Company. A copy of this accounting must be provided to Company upon request in connection with any audit under Section 15. At no time shall any payment be made by Agency or its agents or employees on behalf of Company, or out of funds provided by Company, to any undisclosed third party. Company reserves the right to audit Agency's books and records in order to satisfy itself that Agency is in compliance with the terms of this provision, in accordance with the provisions of Section 15.

(e) Except as set forth herein, Company reserves the right, from time to time, to make available electronically to Agency updated versions of the Company Policies, which shall, upon 30 days' prior notice of such update to Agency (which notice will be distributed by email to Agency's users registered on the electronic platform(s)





where such documents are made available), become binding upon Agency in lieu of the versions attached hereto or incorporated herein by reference. Agency will promptly distribute copies of all such notices to all Agency Affiliates providing Services to Company.

17. *[Intentionally left blank]*

18. **MISCELLANEOUS** Unless otherwise agreed by the parties, all professional Services performed by CONTRACTOR for COMPANY during the term of this Agreement, whether or not set forth in a SOW or PO, shall be governed by this Agreement. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of COMPANY. CONTRACTOR shall be responsible for the acts and omissions of and for the compliance with the Terms and Conditions of this Agreement by all of its employees and consented to subcontractors. This Agreement is made pursuant to the laws of the Kingdom of Belgium, without reference to any rules of conflict of laws. Jurisdiction and venue shall be in the city courts of Brussels, Belgium. At the discretion of COMPANY, jurisdiction and venue shall be in any other competent court where CONTRACTOR resides and/or conducts business and/or where any act by CONTRACTOR, its employees, or subcontractors in breach of this Agreement has occurred. The duties, obligations, rights and remedies under this Agreement are in addition to and not in limitation of those otherwise imposed or available by law. This Agreement is the complete understanding of the parties in respect to the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Any notice to a party required by this Agreement will be sent in writing to the individual signing this Agreement on that party's behalf at the address under that individual's signature and will be effective upon receipt. The third parties referenced in the Trade Secret Section shall be third party beneficiaries of this Agreement. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. Each provision of this Agreement is independent and the invalidity/unenforceability of any provision will not affect the validity/enforceability of any other provision of this Agreement.
19. **FORCE MAJEURE** Except as specifically provided to the contrary herein, the inability or failure of CONTRACTOR or COMPANY to perform any of their obligations pursuant to this Agreement will not be the basis of claims for damages sustained by CONTRACTOR or COMPANY or for breach of contract when due to causes or contingencies reasonably beyond the control of CONTRACTOR or COMPANY, including by way of example but not limitation, acts of God, war, strike, or sustained power disruption ("Force Majeure"). If either CONTRACTOR or COMPANY suffers an event of Force Majeure, the suffering party will give notice of such event of Force Majeure in reasonably full particulars to the non-suffering party as soon as reasonably possible. Any such event of Force Majeure, and its effect on timely performance hereunder will, so far as possible, be remedied with all reasonable means.
20. **NOTICES** Except as otherwise provided in this Agreement, any notice or the like pursuant to this Agreement shall be in writing in the English language and will be deemed to have been sufficiently given if delivered in person, transmitted by facsimile, electronic computer mail or express delivery with fees prepaid, whether public or private carrier, addressed as below or to such other persons and addresses as the parties may designate in writing from time to time:





To COMPANY:

Coca-Cola Services SA  
1424 Chaussee de Mons  
B-1070 Brussels  
Belgium  
Att. Legal Department  
Fax #: +32-2-559-2354

To CONTRACTOR:

Inrete  
via Gustavo Fara 35  
20124, Milano, Italy  
Att. Simone Dattoli  
simone.dattoli@in-rete.net

or to such other place as any party may designate by written notice to the other party.

21. SURVIVAL Sections 1, 6-12, 14-15 and 19-22 of the Terms and Conditions of this Agreement shall survive any Termination or expiration of this Agreement.





**EXHIBIT A**  
*(Sample)*

*This Sample will be used for all subsequent SOWs.*

***Instructions: After completion, please remove this "Exhibit" Header and the following instructions. Complete the relevant # in header below. All instructions in [brackets] should be removed and written according to description therein. Language not in brackets shall remain as standard language within the SOW document.***

**STATEMENT OF WORK #\_\_\_\_ FOR  
MASTER AGREEMENT FOR EXTERNAL PROFESSIONAL SERVICES**

Reference is made to the Master Agreement for External Professional Services ("Agreement") effective as of \_\_\_\_\_, 20\_\_\_\_ between Coca-Cola Services SA ("COMPANY"), a corporation organized under the laws of the Kingdom of Belgium with a principal office at 1424 Chaussee de Mons, B-1070 Brussels, Belgium and \_\_\_\_\_ ("CONTRACTOR"), a corporation organized under the laws of \_\_\_\_\_ with a principal office \_\_\_\_\_, the Terms and Conditions of which are incorporated herein by reference. For the purposes of this Agreement, the term "COMPANY" shall also include The Coca-Cola Company, Atlanta, Georgia, U.S.A., and its majority-owned subsidiary companies. This Statement of Work ("SOW") defines the Services and the compensation to be provided in accordance with the Terms and Conditions of the Agreement.

**Scope of Work:**

*[Include background to ensure understanding by both parties, and to provide context for judging the adequacy and appropriateness of the listed deliverables as set forth in the Description of Services]*

**Description of Services:**

*[This is a description of the Services to be provided. This description shall state with specificity the deliverables that are the outcomes of the Services to be provided, as well as a timeline for receiving such deliverables]*

**Responsible Party Working for CONTRACTOR:**

*[Indicate who will perform the Services]*

**Primary Contact for COMPANY:**

*[Indicate primary contact/project lead]*

**Compensation:**

*[include breakdown of Expenses and payment schedule]*

Total compensation for Services provided under this SOW will not exceed €\_\_\_\_\_ without the prior written consent of COMPANY.

In the event that CONTRACTOR unexpectedly learns that certain other Expenses need to be considered, CONTRACTOR must seek the prior written approval of COMPANY before taking steps that would incur additional costs.





EXHIBIT A OF MASTER AGREEMENT FOR EXTERNAL PROFESSIONAL SERVICES  
- - PAGE 2 OF 2

CONTRACTOR shall send COMPANY an invoice no earlier than one (1) day after execution of this SOW by both parties. COMPANY will pay CONTRACTOR by the electronic transfer of funds within sixty (60) days of receipt and acceptance of invoice.





EXHIBIT A OF MASTER AGREEMENT FOR EXTERNAL PROFESSIONAL SERVICES  
-- PAGE 2 OF 2

**Term:**

This SOW shall be effective as of \_\_\_\_\_ [insert start date] ("Effective Date") and shall remain in effect until \_\_\_\_\_ [insert termination date] or when the Services under this SOW have been completed unless otherwise agreed to in writing by both parties or terminated in accordance with Section 3 of the Terms and Conditions of the Agreement.

The undersigned have caused this SOW to be duly executed by their proper officers thereunto duly authorized.

**(CONTRACTOR)**

**COCA-COLA SERVICES SA**

By: IN RETE

By: [Signature]

Name: Simone Dattoli

Peter Buijze (Name)

Title: CEO

Administrateur Délégué / Gedelegeerd Bestuurder  
Managing Director (Title)

Date: \_\_\_\_\_

Date: 13/2/17

**INRETE SRL**  
Via Cornalia, 19 - 20124 MILANO  
P.zza Di Pietra, 26 - 00186 ROMA  
P. IVA / C.F. 06938560965



## EXHIBIT B

### INFORMATION PROTECTION OBLIGATIONS

#### DEFINITIONS

**UNCLASSIFIED:** Some information will not impact the COMPANY if it is disclosed or its integrity is impaired. Information that the COMPANY has officially disclosed to the public falls in this category.

**INTERNAL USE:** Information in this category is generally available to all COMPANY employees and authorized Third Parties. This information, if disclosed to unauthorized individuals, altered, misused or destroyed, will have a negligible adverse impact to the COMPANY.

**CONFIDENTIAL:** Information, that if disclosed to unauthorized individuals outside the COMPANY, altered, misused or destroyed, may have a substantial adverse impact to the COMPANY. A negligible adverse impact will occur if the information is disclosed to unauthorized individuals, within the COMPANY. Access to this information shall be granted on a need to know basis as based on job function or department. Access to this information requires prior approval of the Business Owner (or designated Business Steward) or an Officer of COMPANY.

**RESTRICTED:** Information, which if disclosed to unauthorized individuals (outside the COMPANY or within the COMPANY), altered, misused or destroyed, may cause damage to the COMPANY's market share and/or market capitalization. This information, if not adequately protected, may result in noncompliance with applicable laws and regulations. Access to this information shall be granted to an individual on a need to know basis as based on job function. Access to this information requires prior approval of the Business Owner (or designated Business Steward) or an Officer of COMPANY.

**HIGHLY RESTRICTED:** Information, which if disclosed to unauthorized individuals (outside the COMPANY or within the COMPANY), altered, misused or destroyed, will directly cause damage to the COMPANY's market share and/or market capitalization. This information, if not adequately protected, may result in non-compliance with applicable laws and regulations. Access to this information shall be granted to an individual on a need to know basis, based on job function. Access to this information requires prior approval of the Business Owner (or designated Business Steward) or an Officer of COMPANY.





INFORMATION PROTECTION OBLIGATIONS

CLASSIFICATION	ELECTRONIC TRANSMITTAL	ELECTRONIC STORAGE	HARD COPY	REMOVABLE MEDIA*
UNCLASSIFIED	No restrictions	No restrictions	No restrictions	No restrictions
INTERNAL USE	Encryption optional	Encryption optional	Secured when not in use and in transit  Shredded upon disposal	Secured when not in use  Encryption optional  Erased or destroyed upon disposal
CONFIDENTIAL	Encryption optional	Encryption optional	Secured when not in use  Secured in transit and sent via bonded courier or certified mail  Shredded upon disposal	Secured in locked office or drawer when not in use  Encryption optional  Erased or destroyed upon disposal
RESTRICTED	Encryption mandatory	Encryption mandatory	Secured when not in use  Secured in transit and sent via bonded courier or certified mail  Shredded upon disposal	Secured in locked office or drawer when not in use  Erased or destroyed upon disposal  Encryption mandatory
HIGHLY RESTRICTED	Encryption mandatory Approval by Business Owner (or designated Business Steward) prior to transmission	Encryption mandatory	Copies shall be controlled and numbered  Maintain distribution lists Secured when not in use Delivered via bonded courier or hand delivered  Shredded upon disposal	Media shall be controlled and numbered Maintain distribution lists Secured when not in use Delivered via bonded courier or hand delivered  Destroyed upon disposal

\*INCLUDES, BUT IS NOT LIMITED TO, TAPE, REMOVABLE HARD DRIVES, CD, DVD, USB MEMORY DEVICES OR PORTABLE MEDIA PLAYERS