

Coca-Cola India Private Limited

Invoice to

CC IPL Division Office
16th-17th Floor, One Horizon Center, Golf Course Road
DLF - Phase V, Sector - 43
Gurugram 122002, Haryana
India

CIN No: U15549PN1992FTC065522
PAN No. AAACB8573G
GST No: 06AAACB8573G1ZN

LIFE STRATEGIES HUMANCARE
PRIVATE LIMITED
26A CHELMSFORD COUNTRY CLUB
CLUB DRIVE HRAULI GURGAON RD GHITOR
NEW DELHI 110030
INDIA
GST No: 07AABCL5885G1Z9

Please deliver to:

Coca-Cola India Private Ltd.
CC IPL Division Opex & Capex, 16th F
One Horizon Center, Golf Course Rd,
DLF PHASE V, SEC-43, GURUGRAM 122002
INDIA

Procure to Pay Service Center Phone number: 000-8000016470

Email: P2PSrvCtrAPAC@coca-cola.com

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS.

Purchase order

PO number/date
7001087906 15.09.2017
Contact: Shweta Chakravorty

Delivery date: 15.09.2017

Payment terms: Due Net 60 days from invoice date

Currency: INR

Creating Awareness around Sexual Harassment - Coca-Cola India

Design Fee - (One Time Cost) - 40,000

Professional Fee - 280,000

For the period September, 2017

Total - 320,000

Coca-Cola Contact for this Purchase Order is:

Requester's Name : Shweta Chakravorty

Email : schakravorty@coca-cola.com

Item	Material Order qty.	Description Unit	Price per unit	Tax code	Net value
00010	320,000.000	Sexual Harassment MWB-07 EA	1.00	IGST 18.00%	320,000.00
Creating Awareness around Sexual Harassment - Coca-Cola India					
Design Fee - (One Time Cost) - 40,000					
Professional Fee - 280,000					
For the period September, 2017					
Total - 320,000					
Subtotal					320,000.00

TERMS AND CONDITIONS OF PURCHASE

As used in this document (referred to as "Purchase Order" or "Order"), the term "goods" refers to all materials, supplies, equipment, parts, accessories, ingredients and other items to be sold to Buyer and unless the context otherwise requires, also includes installation and other services related to the goods which Seller will provide. The term "services" refers to all services ordered or required by Buyer under the Order.

The following terms and conditions, as well as any specifications, drawings, samples and additional terms and conditions which may be incorporated by reference or appended hereto are part of this Purchase Order, and by accepting this Order or any part thereof, Seller agrees to and accepts all terms and conditions.

1. **Acceptance- Applicable Terms and Conditions of Purchase.** Acceptance of an Order, expressly or through performance, is limited to the terms and conditions stated in the Order. Buyer will not be bound by any provisions in Seller's proposals, quotations, catalogs, acknowledgements, acceptances or other documents (including counter offers) which propose differing or additional terms and conditions, except to the extent separately and specifically agreed to in writing by the Buyer. No right of Buyer may be waived or modified except by Buyer in writing. This Purchase Order is not intended to alter or amend the terms and conditions of any written agreement executed by Buyer and Seller currently in effect that applies to the transaction(s) and provided further that Buyer and Seller have not agreed in writing that the terms and conditions of this Purchase Order should alter or amend such written agreement.

2. **Price.** All prices are firm, cannot be increased during the effectivity of this Order without Buyer's written consent and will be as low or lower than any prevailing net prices quoted or made available by Seller to any other customer purchasing in equal or lesser volumes for comparable goods or services. Unless otherwise stated in an Order, prices include all costs and charges incurred by Seller, including, without limitation, for all installation and other services; taxes and duties; wages and fees; transportation, packing and packaging; storage, design, engineering and development; samples and prototypes and tooling, dies, molds and similar property used in fulfilling an Order.

3. **Specifications.** All goods and services must conform to all specifications, designs, drawings, and performance criteria furnished by Buyer and Buyer reserves the right to reject or return any item found not to be in conformity with such orders, standards or specifications. In case of a rejection or return of the goods, Buyer may opt to either cancel the Order or require Seller to replace the goods at Seller's own cost including all delivery and other associated costs like duties, taxes, brokers fees, handling costs, etc.

4. **Changes.** Buyer may, by "Change Order", change any terms of an Order. In this event, either Buyer or Seller may request an equitable adjustment in the prices or delivery terms of the Order, and Seller may in writing make claim for the cost of any unusable material or work in process, but not for any cost of design, engineering or development, special tooling or general purpose equipment unless specifically ordered and separately priced in the Order. Seller waives all claims and requests not made in writing and received by Buyer within fifteen (15) calendar days from date Seller receives the Change Order.

5. **Termination.** Buyer may terminate or cancel an Order: (i) for its convenience upon notice to Seller; or (ii) at any time if Seller fails to comply with any of the terms and conditions of the Order. If Buyer terminates for convenience, Seller may claim for the cost of any unusable material, work in process or services performed prior to the date of termination but not for any cost of design, engineering, or development, special tooling or general purpose equipment unless specifically ordered and separately priced in the Order. Seller will not be entitled to any other claim, remedy or damages. Seller waives all claims or requests not made in writing and received by Buyer within fifteen (15) calendar days from the date of termination. If termination is based on Seller's default or failure to comply with any of the terms and conditions of the Order, Seller will not be entitled to any claim for damages or for the cost of any material, work or service and Buyer reserves the right to bill Seller the difference in cost if replacement cost is higher than price agreed upon between Buyer and Seller, as well as recover any amount which may have been advanced by Buyer to Seller. Upon termination or request by Buyer, Seller must return all copies of Buyer data, records or other materials and, if requested, deliver to Buyer all work in progress, including incomplete work.

6. **Warranties.** Seller represents and warrants that (a) All goods and services will be as represented by Seller, fit for Buyer's particular purposes, merchantable and under conditions of use or performance comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders; (b) Seller has full power to accept and to perform fully the Order and that no goods or services or their provision, use or sale will infringe upon or violate any right of any party, person or entity whether patent, trademark, trade secret, copyright, contractual or otherwise; (c) With respect to individuals it provides to perform any services, Seller will comply with all laws, rules and regulations relative to labor, employment and working conditions, make all appropriate tax payments and tax withholding and will verify such individuals as being legally able to work in the country where the work is to be performed; (d) Seller is an independent contractor and shall comply with Social Security, Employee Compensation and other labor laws, rules and regulations with respect to its employees and shall be solely responsible for any wrongful acts of his/its employees and shall indemnify and hold Buyer free and harmless from any liability for damages to property and personal injury or death which may be sustained by Seller, his employees, Buyer's employees or third persons arising out of or in connection with the Order or work done; (e) It has disclosed any past or present and will disclose in the future, to Buyer situations or transactions that may put Seller in a conflict of interest vis-à-vis the interests of Buyer; (f) All goods, and work product resulting from services, to the extent that such goods or work product is designed to process date data, will accept date input, provide date output and perform calculations on dates using four (4) digit year formats and will correctly process, provide and receive date data within and between the twentieth and twenty-first centuries.

7. **Buyer's Remedies and Damages.** Seller will, at its own cost and expense, indemnify and hold harmless Buyer and its subsidiaries, officers, agents, employees and customers against all claims, expenses (including, without limitation, attorney's fees and costs) losses, costs, damages, liabilities and suits arising from any alleged defect in the goods or services hereunder, or alleged breach of any warranty or other provision of an Order, or any alleged acts or omissions of Seller or its subsidiaries, officers, agents, employees or subcontractors. If any claim is made against Buyer that, by virtue of its use or resale of goods covered by an Order, Buyer is infringing or contributing to the infringement of any industrial or intellectual property rights, Buyer may refuse to accept, or revoke acceptance of, deliveries under and terminate the Order without prejudice to the indemnity stated above. Seller may not assert against Buyer or its customers any industrial or intellectual property rights relating to the use or sale of goods or services ordered from the Seller.

8. **Packaging and Shipping: Risk of Loss.** All packing, packaging, deliveries and shipments must comply with instructions from Buyer transmitted electronically or in a separate written notification. The number of the Order must be shown on all packing slips and invoices and, except in the case of ingredients, on all packages, crates, or other containers, together with the destination party and address specified by Buyer, among other details as may be separately specified by Buyer. Invoices must state clearly any terms of prepayment discount. Buyer's right to prepay will not be affected by delays beyond Buyer's control. Delivery will be complete only when Buyer, or the person to whom the goods were delivered, has actually received and accepted the goods. Seller will bear the risk of loss of the goods until delivery is completed. In the event of damage or loss of materials under this Order, the Seller and its assurers agree to waive any Salvage Rights.

9. **Delivery or Performance: Schedule/Place/Quantities.** Time is of the essence under this Order and Seller shall deliver the goods ordered to the place designated in the Order at his own expense, unless otherwise specified. Buyer may cancel an Order, in whole or part, for any nonconformity in any lot or installment delivered or services performed, including, without limitation, failure of Seller to deliver all goods or perform all services when due. Seller must promptly advise Buyer of any delay or anticipated delay in delivery or performance. If there is no advice from Seller, Buyer assumes that the Seller will meet agreed upon delivery schedules. In the case of specialty goods or services, Seller will not, without Buyer's prior written consent, manufacture or procure materials in advance of Seller's normal flow time or deliver goods or perform services in advance of schedule. If Buyer terminates or changes the term of an Order, Seller may not make a claim for any such advanced manufacture, procurement, delivery or performance without the prior writtensent consent of Buyer. Any shipments sent C.O.D without Buyer's written consent may be rejected or returned by Buyer at its option.

10. **Inspection and Testing.** Buyer may inspect and reject all goods and services at any time, notwithstanding prior payment or inspection. Without limiting any other rights under the terms of this Order, Buyer may require Seller, at Seller's expense to, (i) promptly repair or replace any rejected goods, or to cure or re-perform any rejected services, or (ii) to refund the price of any rejected goods

11. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform fully where caused by acts of God or events or circumstances beyond the reasonable control of the affected party which prevents Seller from delivering and Buyer from accepting, using, reselling or paying for any of the items covered by the Order. However, the affected party shall inform the other party in writing of the occurrence of such force majeure within 48 hours from the occurrence

thereof and shall endeavor to minimize any loss, damage or negative effects that may result as a consequence of such force majeure. In the event of such a failure or delay of performance, Buyer may at its option (i) reject any partial or future performance by Seller upon giving reasonable notice in writing, and the Order will thereupon be terminated without liability with respect to uncompleted deliveries or undelivered items, or (ii) suspend deliveries during the period the event constituting force majeure exists, or (iii) where limited production by Seller is possible, Buyer may require Seller to apportion its materials and resources so as to produce for Buyer that quantity of goods ordered by Buyer which bears the same relationship to Seller's total production for all customers as the quantity ordered by Buyer bears to Seller's total scheduled production.

12. **Intellectual Property.** If Seller, or any person or entity working for the Seller, in connection with an Order creates or develops any designs or goods or services especially for Buyer or relating to the manufacture, packaging, distribution, marketing or sale of soft drink products, proprietary rights to such designs, goods or services will vest in Buyer and Seller must assign or cause to be assigned all such proprietary rights, including, but not limited to all copyright, trademark and patent rights therein. Except as provided in the preceding sentence, if Seller, or any person or entity working for Seller, designs or incorporates any new features of design or improvements in any design or goods made, or services furnished, pursuant to an Order as a result of the compliance of Seller, or any person or entity working for Seller, with drawings, specifications or directions of Buyer, Seller grants the Buyer the right to reproduce such designs or goods or to perform such services together with, if applicable, a royalty-free, non-exclusive, irrevocable license covering such new feature of design or improvement. Seller may not under any circumstances sell or distribute to persons other than Buyer or parties authorized in writing by Buyer, goods or items of any kind which bear Buyer's logo, trade names, trademarks or labels, even if rejected by Buyer as nonconforming.. Seller will permit Buyer to witness destruction of any such nonauthorized or nonconforming goods or items.

13. **Disclosure of Information: Confidentiality of Order.** All Orders are confidential, and Seller may not, without the prior written consent of Buyer, disclose any information relating to any Order, except as may be required to insure performance. Without Buyer's prior written approval, Seller may not publish or use any advertising, sales promotion or publicity matter relating to services, equipment, materials, products and reports furnished by Seller wherein the names of Buyer, its subsidiaries, affiliates and/or authorized bottlers are mentioned or their identity implied. Seller may not use or disclose any data, designs or other information belonging to, developed for or supplied by or on behalf of Buyer. Upon Buyer's request, Seller must return to Buyer such data, designs and other information or any copies.

14. **Assignment and Delegation.** Without Buyer's prior written consent, no Order may be assigned, subcontracted, delegated or otherwise transferred by Seller, voluntarily or by operation of law, even with a majority of the stock or assets of Seller. Any such assignment, subcontract, delegation or transfer without Buyer's consent will be null and void.

15. **Responsibility for Property.** (a) Seller will hold in trust for Buyer any items or equipment including, but not limited to, all tools, dies, mechanicals, negatives, plates, drawings, sketches, and artwork ("Equipment") furnished, funded or paid for by Buyer, made available to Seller in connection with an Order. Unless otherwise authorized in writing, Seller may only use Equipment for Buyer and its designees. (b) Any goods for which Buyer has paid seller but which have not been delivered to Buyer or shipped pursuant to Buyer's instructions are "Paid Stock" of Buyer. Seller must physically separate Paid Stock from its inventory of all other goods in an area designated by prominent signs and markings as a "warehouse area" (c) Seller may only locate Equipment and paid Stock (collectively or individually, "Property") at premises authorized in writing by Buyer and must return and relocate Property, if directed by Buyer. Unless otherwise instructed in writing, Seller must conspicuously mark, label or identify all Equipment and paid Stock as the sole property of Buyer. Seller will not sell, lease, assign, transf the sole property of Buyer. Seller will not sell, lease, assign, transfer, pledge, hypothecate or otherwise encumber any Property except as specifically permitted in writing by Buyer. Seller will execute documents and take precautions which Buyer deems appropriate to protect its ownership of Property against claims of creditors and others. Seller will be fully responsible and shall indemnify Buyer for any loss or destruction of or damage to, or any claims of creditors or others against, equipment (normal wear and tear excepted) and Paid Stock until the same are transferred to Buyer or its designee, and other related expenses including attorney's fees and costs.

16. **Responsibility for On-Site Employees.** Seller must immediately correct any situation arising from the behavior of its employees, subcontractors, agents, representatives or invitees on Buyer's site (collectively, "On-Site Employees") which is unacceptable to Buyer. Buyer may approve or reject any On-Site Employee prior to performing services. Seller will (i) perform appropriate background checks and drug testing on all On-Site Employees and (ii) if requested by Buyer and permissible under applicable law without creating any potential legal exposure or liability for Seller, provide Buyer with such results. Upon request, Seller will immediately replace any On-Site Employee with another qualified Employee.

17. **Insurance.** If and as requested, Seller will obtain and maintain in force adequate insurance satisfactory to Buyer (i) to cover the hold harmless provision of Section 7 and (ii) the replacement value of Property and Paid Stock under Sections 15. Seller, upon request, will furnish certification evidencing such insurance in a form acceptable to Buyer.

18. **Status.** Seller is an independent contractor and not an agent, representative or joint venture partner of Buyer. Seller and its employees are not eligible for participation in any benefit plan available to employees of Buyer. Seller may not enter into any contract or commitment for Buyer and will be solely responsible for making all payments to and for its employees and subcontractors including those required by law. Buyer will not be liable for any debts or liabilities of Seller.

19. **Set-Off.** Buyer may set-off against any amounts which may become payable by Buyer to Seller, any present or future indebtedness of Seller to Buyer, money, prepaid inventory or otherwise, whether either arises under the Order or otherwise.

20. **Governing Law.** All rights and obligations under all Orders, including matters of construction, validity and performance, will be governed by the laws of India (the "Law") without regards to its conflicts of laws principles. No usage of trade or course of dealing or performance less favorable to Buyer than terms applicable under the Law and any Order will be binding upon Buyer unless specifically agreed to in writing by Buyer.

21. Supplier should comply with all local regulatory requirements pertaining to Occupational Health & Safety and Environment and related to Food Safety.

22. Each consignment supplied to us should be accompanied with latest MSDS.

23. Tremcard should be available with vehicle carrying the material.

24. **Supplier Guiding Principles.** Seller warrants that it will comply with all of the requirements of "Supplier Guiding Principles" of The Coca-Cola Company, a copy of which will be provided to Seller upon Seller's request or may be obtained at www.thecoca-colacompany.com Buyer may terminate this Order immediately without further liability if Seller is unable to demonstrate compliance with such requirements.

25. **Code of Business Conduct for Suppliers to The Coca-Cola Company (Supplier Code).** Seller warrants that it will comply with all the requirements of Supplier Code, a copy of which will be provided to Seller upon request or may be obtained at www.thecoca-colacompany.com.

26. **Transfer of Title.** Title of goods ordered will pass to the Buyer upon the earlier of (i) receipt and acceptance by Buyer or buyers designee, or (ii) payment. This is without prejudice to any right of rejection or other right which Buyer may have in this Order.

27. **Standard Clauses Under Goods and Service Tax.** Notwithstanding anything contained in Purchase Order No., upon coming into effect of the Goods and Services Tax ('GST'), the following clauses shall be applicable:

27.1. The vendor shall provide a proper invoice in the form and manner prescribed under the relevant GST Act and Rules, Notifications, Circulars, etc. issued thereof, containing all the particulars mentioned therein. In the event that the Vendor fails to provide the invoice in the form and manner prescribed under the relevant GST Act and related Rules, CC IPL shall not be liable to make any payment against such invoice.

27.2. In the event that the input tax credit of the GST charged by the Vendor is denied by the tax authorities to CC IPL for reasons associated with non-compliance/ incorrect compliance by the Vendor, CC IPL shall be entitled to recover such amount from the Vendor by way of adjustment from any of the subsequent invoices issued by the Vendor on CC IPL or by way of refund within 30 days whichever is earlier. In addition to the amount of GST, CC IPL shall also be entitled to recover interest at the rate of 12% per annum and penalty, in case any penalty is imposed by the tax authorities. CC IPL shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Vendor and the said determination shall be binding on the Vendor.

27.3. As required by Section 171 of the Central Goods & Services Tax Act, 2017, the cost savings of the Vendor on account of any reduction in rate of tax on its procurement of goods/ services or increased availability of input tax credit realised by virtue of the enactment of the GST Law, shall be passed on to CC IPL by way of reduction in price in the invoice. In the event such benefits are not passed on to CC IPL, any penalty imposed on the Vendor or CC IPL, shall be solely borne fully by the Vendor.

Item	Material Order qty.	Description Unit	Price per unit	Tax code	Net value
			IGST		57,600.00
			Total		377,600.00

Coca-Cola India Pvt. Ltd.
BY

AUTHORIZED SIGNATURE