

TERMS AND CONDITIONS OF AGREEMENT FOR NON-EMPLOYEES OF THE COCA-COLA COMPANY

1. Use of the Site

Your access and use of this Site are subject to the following Agreement and all applicable laws and regulations. If you do not agree with these terms and conditions you will not be permitted to submit ideas on this Site.

2. Patent, Trademark and Copyright Protection

(a) The Coca-Cola Company and its subsidiaries and affiliates ("Company") have no desire to appropriate unfairly the unprotected ideas or suggestions of others. Therefore, the Company prefers to consider ideas already protected by you through a patent, patent application, a trademark registration, or a copyright registration, as may be applicable. If applications or registrations for patents, trademarks or copyrights exist or have been filed, you should submit a list of all such applications and registrations including the serial number, the date of application or registration, the date of publication, and a copy of the certificate of issuance, if applicable. You understand and agree that Company retains the full right to contest the validity or infringement or violation of any patent, trademark or copyright relating to any submission and that your sole remedy shall be that provided under applicable patent, trademark and copyright laws. You should also understand that disclosure of an inventive part of the idea or suggestion without an obligation of confidentiality, as is the case here, before filing a patent application, may destroy patent rights in many countries.

(b) If you choose to submit an idea that is unprotected by a patent, patent application, trademark registration, or a copyright registration, you understand and agree that, if it should be alleged that, despite the Terms and Conditions of this Agreement, the Company has incurred any liability with respect to the submission, you will in no event assert a claim in excess of \$2,000.00 to cover all damages alleged to have been sustained.

(c) You further understand and agree that consideration by Company of your idea or suggestion shall in no way be deemed an admission on the part of Company that the idea or suggestion is novel, useful or original.

3. No Confidentiality or Secrecy

Company does not agree to hold a submission in confidence or as a trade secret. You also understand and agree that no confidential relationship exists or is established, expressed or implied, between you and Company, and Company is free to disclose or use the submission as it deems fit.

4. No Obligation to Consider Submission

While Company attempts to respond to all submissions in due course, you understand and agree that Company is under no obligation to give the submitted material any consideration and will give the submission only such consideration as Company deems in its sole discretion appropriate. Company is under no obligation to reveal the degree of consideration it may have given the material, or to state any reason for rejection, or to return any material to you.

5. Compensation

You understand and agree that this Agreement contemplates no promise to pay you any money and that no agreement to compensate you is to be implied from Company's consideration of the submission or from failure of Company to respond after such submission is made. If Company determines that any particular idea or suggestion submitted is of interest, Company may, in its sole discretion, enter into negotiations with you to arrive at a mutually satisfactory basis for compensation for the submitted idea or suggestion, and for such rights, if any, as may pertain to its use. You understand and agree, however, that Company is not obligated to pay any compensation whatsoever, absent a written contract for the use of any idea or suggestion. If no written agreement for the use of the idea or suggestion is entered into, and you believe Company has unfairly adopted the idea or suggestion, you understand and agree that the sole remedy shall be an action under applicable patent, trademark or copyright laws.

6. Ownership of the Site

The text and images on the Site are owned and copyrighted by Company or others with all rights reserved unless otherwise noted. Your use of any text or images other than for noncommercial, personal use is strictly prohibited.

7. Privacy

(a) Company has no intention of collecting any personal data from individuals under thirteen years of age.

(b) Company may store some information on your computer in the form of a "Cookie" or similar file.

(c) Company, or service providers on its behalf, will be collecting any personal data (e.g., name, address, telephone number, email address or any other personal data) disclosed by you along with data tracking how and when you use the Site ("Personal Data").

(d) The person controlling the collection and use of the Personal Data is Rich Robinson and you may contact him at goodanswer.ideas@na.ko.com. Personal Data will be collected and transferred to Company's employees, service providers and consultants located in the United

States and elsewhere. These individuals will use the Personal Data for the purpose of evaluating your ideas.

(e) You have the right to receive a copy of your Personal Data upon reasonable request. You also have the right to correct any incomplete or inaccurate Personal Data.

8. Entire Agreement

This Agreement represents the entire understanding between the parties and all prior negotiations or agreements by any agent or representative of Company are merged into this Agreement, and no such prior representation, negotiation or agreement shall be binding on Company or have any force or effect. It is fully understood this Agreement may not be modified, changed, or waived except in a written document duly executed by a Senior Officer of Company.

9. Applicable Law

This Agreement shall be deemed to have been made and shall be governed by the laws of the State of Georgia, U.S.A., except for patents, trademarks and copyrights, which shall be governed by and under the applicable patent, trademark and copyright laws.

TERMS AND CONDITIONS OF AGREEMENT FOR EMPLOYEES OF THE COCA-COLA COMPANY AND ITS AFFILIATES

I hereby acknowledge that my submission is governed by my agreement as an employee of The Coca-Cola Company, a Delaware corporation, or any direct or indirect subsidiary or affiliate of The Coca-Cola Company, including specifically its joint ventures, (such employer for the purposes of this Agreement being hereinafter referred to as "the Company") as well as this Agreement. In consideration of my employment, or my continued employment as the case may be, I have previously agreed and hereby restate my agreement that during my employment I shall disclose to the Company and I agree to and do hereby assign to the Company, without charge, all my right, title and interest in and to any and all inventions and discoveries that I may make, solely or jointly with others, while in the employ of the Company, that relate to or are useful or may be useful in connection with business of the character carried on or contemplated by the Company, and all my right, title and interest in and to any and all domestic and foreign applications for patents as well as any divisions or continuations thereof covering such inventions and discoveries and any and all patents granted for such inventions and discoveries and any and all reissues, extensions and revivals of such patents. Upon request of the Company, whether during or subsequent to this employment, I shall do any and all acts and execute and deliver such instruments as may be deemed by the Company necessary or proper to vest all my right, title and interest in and to said inventions, discoveries, applications and patents in the Company and to secure or maintain such applications, patents, reissues, extensions and/or revivals thereof. All necessary and proper expenses in connection with the foregoing shall be borne by the Company, and if services in connection therewith are performed at the Company's

request after termination of employment, the Company will pay reasonable compensation for such services. Any inventions and discoveries relating to the Company's business made by me within one year after termination of my employment with the Company shall be deemed to be within this provision, unless I can prove that the same were conceived and made following said termination and such conception or invention is not based upon or related to any Trade Secret, as defined herein, received pursuant to my employment with the Company.

Further, I hereby assign to the Company, without charge, all my right, title and interest in and to all original works of authorship in any tangible form, prepared by me, solely or jointly with others. In addition, the Company and I hereby agree that any such original work of authorship that 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 the Company.

I acknowledge and agree that in the event I breach, I threaten in any way to breach, or it is inevitable that I will breach, any of the provisions of this Agreement, damages shall be an inadequate remedy and the Company shall be entitled, without bond, to injunctive or other equitable relief. The Company's rights in this respect are in addition to all rights otherwise available at law or in equity.

In the event that any provision of this Agreement is found invalid or unenforceable by a court of law or other appropriate authority, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, which shall remain in full force and effect. This Agreement shall inure to the benefit of the Company, successors and assigns or nominees of the Company, and I specifically agree to execute any and all documents considered convenient or necessary to assign transfer, sustain and maintain inventions, discoveries, copyrightable material, applications and patents, both in this and foreign countries, to and on behalf of the Company. I further agree that the various provisions of this Agreement shall be interpreted in accordance with the law of the State of Georgia. All other issues shall be interpreted under applicable law.

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