

## ASSIGNMENT OF INTELLECTUAL PROPERTY AND NON-DISCLOSURE AGREEMENT

In consideration of the disclosure of Confidential Information of Coca-Cola Beverages Florida, LLC (“**Coke Florida**”) and the compensation paid by Coke Florida to \_\_\_\_\_ (“**Supplier**”) under the Master Professional Services Agreement between Coke Florida and Supplier, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

In this Assignment of Intellectual Property and Non-Disclosure Agreement (“**Individual Supplier 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, 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.

The undersigned (“**Individual Supplier**”) hereby assigns to Coke Florida all right, title and interest to all Intellectual Property created by Individual Supplier arising out of or utilized in its Services to Coke Florida, and the ownership of the same will be vested solely in Coke Florida. In respect of copyrights, this assignment will be effective for the entire duration of the copyrights and will include, but not be limited to, all rights to derivative works. Individual Supplier waives all rights of attribution and integrity for specific works created by Individual Supplier under the Master Professional Services Agreement in respect of all marketing, advertising and commercial uses thereof.

Individual Supplier acknowledges that this Agreement creates a confidential relationship between Individual Supplier and Coke Florida that is the basis on which Individual Supplier will provide to Coke Florida the Services specified in the Master Professional Services Agreement. Coke Florida has disclosed, and may in the future disclose, commercially valuable, proprietary, confidential information pertaining to the Services and equipment provided for in the Master Professional Services Agreement. Such information is proprietary to Coke Florida or has been disclosed to Coke Florida in confidence by a third party. Such third-party information may include source code. Such information contains trade secrets of Coke Florida or such third party. Individual Supplier will hold such information in strict confidence and will not disclose such information to any third party without Coke Florida’s prior written consent. The third parties referred to above will be third-party beneficiaries of this Agreement. This secrecy obligation will not apply to information that is or becomes generally available to the public as a matter of record other than as a result of a breach of this Agreement by Individual Supplier.

Individual Supplier will safeguard all materials, whether written or otherwise, that Coke Florida supplies to it, will not copy or duplicate such materials without Coke Florida's prior written consent, and will return such materials to Coke Florida upon completion of the Services hereunder or upon Coke Florida's request.

In the event of a breach or threatened breach of the foregoing provisions, damages to be suffered by Coke Florida will not be fully compensable in money damages alone. Coke Florida or the third-party owner of the confidential information will, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

\_\_\_\_\_  
Individual Supplier

\_\_\_\_\_  
Date