

ARTWORK, LABELING AND INTELLECTUAL PROPERTY

1. Artwork.

- (a) If requested by Supplier, The Coca-Cola Company (“TCCC”) or its designated representative (collectively, “Company”), in its sole discretion, will provide Supplier, at Supplier’s expense, artwork and designs which Supplier can only apply on products approved by Company.
- (b) Supplier irrevocably and in perpetuity assigns to TCCC all worldwide right, title, and interest in and to any Creation, as defined in the SAA. Company has the sole and exclusive right to apply, reproduce, prepare derivative works, distribute copies, perform, display and license Creations without any obligation, financial or otherwise, to Supplier. Creations that qualify as a “work-made-for-hire” under applicable copyright laws in the country in which they are made are agreed to be “work-made-for-hire” owned by TCCC.
- (c) Subject to the terms of the Supplier’s Authorization Agreement between TCCC and Supplier (“**Agreement**”), and solely in connection with the products approved by Company, Company will grant to Supplier, through the approval process outlined in such Agreement, the non-exclusive right to apply such artwork and designs, including derivatives of same produced by or for Supplier. Upon expiration of the Agreement, Supplier will have no rights whatsoever with respect to Creations and artwork and designs, including derivatives of same produced by or for Supplier.
- (d) If a Creation is made by a Third Party for Supplier, Supplier must obtain an assignment from such Third Party using the attached Artwork Assignment Agreement. In addition, if Creations qualify as a “work-made-for-hire” under applicable copyright law in the country in which they are made, Supplier will have Creations made as a “work-made-for-hire” prior to submitting any concept, prototype, or final approval request embodying any Creation made by a third party for Supplier.
- (e) For any Creation that comprises a work of visual art, as defined by the applicable copyright laws in the country in which it is made (for example, 17 U.S.C.A. §101 *et seq.* as amended, with respect to any Creation made in the United States of America), Supplier must obtain a written waiver from the author of all rights in and to the visual art, including all rights of integrity and attribution. Such waiver must clearly and specifically identify the visual art, and its uses, to which the waiver applies, including all uses by Company or Supplier as provided in the Agreement.
- (f) Supplier, at its expense, will provide Company with reproducible materials of all Creations within thirty (30) days of Company’s written request.
- (g) This Artwork policy does not give Company any right, title or interest in or to the trademarks or other Intellectual Property of Supplier.
- (h) Notwithstanding any of the provisions of this Artwork policy, if copyrightable Creations are being made in a country that does not provide for copyright assignments, the foregoing obligation to assign will be deemed to be an irrevocable, worldwide, royalty-free, exclusive license. Such license is not limited as to its duration or scope, and will continue in full force and effect without any restriction whatsoever except as may be specifically required by the copyright laws of the country in which such Creation is made.
- (i) Supplier hereby irrevocably waives any “moral rights” in or to Creations, including without limitation rights with respect to attribution of authorship or integrity of the Creations that Supplier may have under any applicable law, statute, ordinance, code or other rules, regulations or requirements of any governmental authority, under any legal theory (the foregoing collectively, “**Moral Rights**”), and Supplier shall not assert any such Moral Rights against TCCC, its Affiliates, or its authorized bottlers.

2. **Labeling Requirements.** Supplier will use proper trademark, copyright or other Intellectual Property notices and Company's authorized product symbol(s) as directed by Company on all Company-approved products, packaging, labeling, advertising and sales materials.
3. **Intellectual Property Protection.**
 - (a) **Protection.** Supplier acknowledges TCCC's ownership, validity, unique and widespread celebrity, great value, and goodwill of the TCCC trademarks. Supplier will not, during the term of the Agreement or thereafter, attack or put in issue the title or any rights of TCCC in and to the Creations or TCCC's trademarks. Further, Supplier covenants that, notwithstanding any other provision of the Agreement, it will never take any action it knows, or has reason to know, would result in a boycott of any product bearing TCCC's trademarks, or threaten to injure the image or reputation of Company or any of its trademarks or products.
 - (b) **Registrations.** Supplier will assist TCCC (at TCCC's expense and to the extent necessary, in TCCC's opinion) in procuring, protecting, and defending any of TCCC's rights in the its trademarks; in the filing and prosecution of any trademark application, copyright application, or other applications for Intellectual Property embodying Trademarks; the recording or canceling of an agreement; and the publication of any notices, or the doing of any other act or acts with respect to TCCC's trademarks (including the prevention of the use thereof by an unauthorized person, firm, or corporation) that in the judgment of TCCC may be necessary or desirable.
 - (c) **Evidence of Use.** Supplier must maintain and provide, at TCCC's request, a copy of each invoice evidencing the first three (3) shipments of each of the Company-approved items sold in each country authorized in the Agreement.
 - (d) **Notice of Infringement.** Supplier shall notify Company promptly in writing of any alleged infringements or imitations by others of the TCCC trademarks within the authorized territory in the Agreement that come to Supplier's attention. TCCC has the sole right to determine what, if any, actions will be taken on account of any such infringements or imitations.
 - (e) **No Suit or Action.** Supplier will not institute any suit or take any action on account of any such infringements or imitations and will not have any rights against Company for damages or other remedy by reason of TCCC's decision not to prosecute any alleged infringements or imitations by others of Company's trademarks or Creations.
 - (f) **Anti-Counterfeiting Precautions.** Supplier will ensure proper destruction of any defective or unusable item (including any components, packaging, labels or the like therefor) that bear or comprise Company trademarks or Creations. Supplier will maintain proper control and security of access to same, including any means of reproducing the TCCC trademarks or Creations.
 - (g) **Damages for Unauthorized Use.** Supplier recognizes that TCCC would suffer irreparable injury by unauthorized use of TCCC's trademarks, Creations, or TCCC's artwork and designs, and agrees that injunctive and other equitable relief is appropriate in the event of a breach of the Agreement by Supplier, in addition to any other remedies available to TCCC at law or in equity.

Capitalized terms used in this "Artwork, Labeling and Intellectual Property" policy shall have the respective meanings given them in the Supplier's Authorization Agreement between TCCC and Supplier.

ARTWORK ASSIGNMENT AGREEMENT

In consideration of the compensation paid by _____ ("**Supplier**") under the Services Agreement covering creative services performed by the undersigned individual consultant and the employer thereof, if applicable (collectively, "**Consultant**"), the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

In this Artwork Assignment 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; 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.

Consultant irrevocably and in perpetuity assigns to Supplier all worldwide right, title, and interest to all Intellectual Property created by Consultant arising out of, or utilized in its creative services for, Supplier, and the ownership of the same will be vested solely in Supplier. Consultant agrees that copyrights embodied within this Intellectual Property are "works-made-for-hire" if made in a country recognizing "work-made-for-hire". This assignment will be effective for the entire duration of such copyrights and will include all rights to apply, reproduce, prepare derivative works, distribute copies, perform, display, and license such copyrights. Consultant hereby irrevocably waives any "moral rights" in or to such copyrights, including without limitation rights with respect to attribution of authorship or integrity of such copyrights that Consultant may have under any applicable law, statute, ordinance, code, or other rules, regulations, or requirements of any governmental authority, under any legal theory (the foregoing collectively, "**Moral Rights**"), and Consultant shall not assert any such Moral Rights against (i) Supplier, its affiliates, and their officers, directors, employees, and agents, or (ii) The Coca-Cola Company ("**TCCC**"), its affiliates and authorized bottlers, and their officers, directors, employees, and agents.

Consultant understands that any Intellectual Property incorporating, in whole or in part, trademarks or artwork and designs (including derivative works) of TCCC is assigned to TCCC by Supplier pursuant to its Supplier's Authorization Agreement with TCCC irrevocably and in perpetuity, including all worldwide right, title and interest therein. TCCC is an intended third-party beneficiary of this Artwork Assignment Agreement and has an independent right to enforce the terms hereof.

Consultant acknowledges that this Artwork Assignment Agreement creates a confidential relationship between Consultant and Supplier that is the basis on which Consultant will provide to Supplier the services specified in the Services Agreement. Supplier has disclosed, and may in the future disclose, commercially valuable, proprietary, confidential information pertaining to the creative services and artwork provided for in this Artwork Assignment Agreement. Such information is proprietary to Supplier or has been disclosed to Supplier in confidence by a third party. Such information contains trade secrets. Consultant will hold such information in strict confidence and will not disclose such information to any third party without Supplier's prior written consent. 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 Artwork Assignment Agreement by Consultant. Consultant will safeguard all materials, whether written or otherwise, that Supplier provides to it, will not copy or duplicate such materials without Supplier's prior written consent, and will return such materials to Supplier upon completion of services hereunder or upon Supplier's request.

In the event of a breach or threatened breach of the foregoing provisions, damages to be suffered by Supplier will not be fully compensable in money damages alone and, accordingly, Supplier or the third-party owner of the confidential information or Intellectual Property will, 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. Notwithstanding the above, if Intellectual Property is being made in a country that does not provide for assignments, the foregoing assignment will be deemed to be an irrevocable, worldwide, royalty-free, exclusive license. Such license is not limited as to its duration or scope, and will continue in full force and effect without any restriction whatsoever except as may be specifically required by the Intellectual Property laws of the country in which such Intellectual Property is made. This Artwork Assignment Agreement is made pursuant to the laws of the State of Georgia, United States of America, without reference to any rules of conflict of laws. Jurisdiction and venue shall be in the State of New York. At the discretion of TCCC, jurisdiction and venue shall be in any other competent court where Consultant resides and/or conducts business. Each provision of this Artwork Assignment Agreement is independent, and the invalidity/unenforceability of any provision will not affect any other provision.

Consultant and Supplier are herein collectively referred to as the "**Parties**," and each is a "**Party**" to this Artwork Assignment Agreement. By signing below, each of Consultant and Supplier agrees to the terms of this Artwork

Assignment Agreement, and the person signing on behalf of each Party represents that he or she is authorized to execute this Artwork Assignment Agreement on behalf of such Party and has the authority to bind such Party to the terms and conditions of this Artwork Assignment Agreement.

CONSULTANT

(INDIVIDUAL CONSULTANT'S NAME)

By: _____
(Signature and Date)

(EMPLOYER'S NAME, IF APPLICABLE)

By: _____
(Signature and Date)

(SUPPLIER)

By: _____
(Signature and Date)

Title: _____

Revised: March 24, 2009