



DISCLOSURE AND RELEASE AGREEMENT

To submit a non-food product idea, please print this page, complete the form in its entirety, and sign and date the form. Upon completion of this form please address and mail accordingly:

Caribou Coffee Company
Attention: Product Submission
3900 Lakebreeze Avenue North
Minneapolis, MN 55429

Note: Thank you for accommodating this request and affirming the integrity and quality of your organization's products and business practices. We look forward to a mutually successful partnership.

I, (sometimes referred to as "Submitter"), would like to submit to Caribou Coffee Company, Inc. ("Caribou") an invention, information, product or an idea (collectively "Idea(s)") for Caribou's consideration. In general terms, my Idea relates to (check as applicable):

- A product I'd like to see in Caribou stores
- A product for Caribou's website or catalog
- Beverage Food Merchandise (circle)
- Improving Caribou's service/products
- A manufacturing process, equipment or technology
- Marketing and Advertising Opportunities
- A product I'd like to sell to Caribou
- Other (please describe): _____

In exchange for Caribou considering my Idea, I agree to the following terms and conditions:

1. I agree that Caribou has not requested this Idea, that I have chosen to submit it to Caribou, and that Caribou owes me no response to my Idea or money for my Idea under this Agreement. If Caribou decides to sell my product or do business with me, we will enter into a separate Agreement.
2. I understand that Caribou will not keep my Idea secret or confidential. I will not provide any information to Caribou about my Idea that I consider confidential.
3. I am attaching a non-confidential description of my Idea and any accompanying materials on Exhibit A. I will keep a copy of everything I submit to Caribou. Caribou will not return this description or any accompanying materials to me.
4. The Idea represents my own original work. I have all necessary rights to disclose the Idea to Caribou. In doing so, I am not violating the rights of any third party and I know of no other individual or entity whose rights will be infringed upon by Caribou's review and/or use of the Idea.
5. If the Idea relates to any patents, patent applications, trademarks, or copyrights (collectively, "Rights") I own, I will identify them on Exhibit A. Except to the extent my Idea is protected by any Rights identified on Exhibit A, Caribou may use my Idea or not as Caribou sees fit without having to pay me and I waive any potential claims against Caribou or any of its affiliates with respect to the Idea.

Date: _____

SIGNATURE _____

NAME _____

ADDRESS _____

PHONE _____

EMAIL _____

EXHIBIT A TO DISCLOSURE AND RELEASE AGREEMENT

Here is a non-confidential description of my Idea and any accompanying materials:

Here is a list of any patents, patent applications, trademarks, or copyrights I own related to my Idea: