

Submitting Product Ideas to Lifecore Biomedical

Lifecore Biomedical, Inc. welcomes the opportunity to review ideas, inventions and/or designs for new products and processes (hereinafter collectively "ideas"). The following information sets forth Lifecore Biomedical's general policies and procedures for considering ideas. Please read the following information carefully so that you understand the conditions under which Lifecore Biomedical will review the submission of your idea.

We will only consider non-confidential submissions of ideas

You may have proprietary rights in your idea, and should therefore consider protecting it (for example through patents or copyrights) before disclosing it to Lifecore Biomedical. This is especially important because disclosing your idea to us may affect your ability to protect these rights. Please submit your idea to us only after you have taken the steps you believe are necessary to protect your rights.

Lifecore Biomedical employees are not authorized to act in a consulting capacity or furnish an opinion or any advice regarding the appropriate protection for an idea. Any decision regarding these matters must be based solely on your judgment and the advice of your own lawyer or consultant.

Our policies in reviewing submissions of ideas:

1. In submitting your idea to Lifecore Biomedical, you are not restricted in your freedom to present the same idea to other companies, and are not giving Lifecore Biomedical any rights under any patent or copyright you have, or may obtain in the future.
2. Lifecore Biomedical will not consider the submission of any idea that is furnished on a confidential or proprietary basis. Submission of an idea does not establish a confidential relationship or contractual relationship between you and Lifecore Biomedical.
3. Anyone requesting consideration of any idea must understand that:
 - a. However novel the idea may seem to the submitter, it may in fact not be a new idea and may be disclosed in and/or protected by prior patents.
 - b. The idea may have been made publicly available previously or in some other way become part of the public domain in a manner sufficient to bar statutory patent protection.
 - c. Lifecore Biomedical may simultaneously, or prior to the submission of your idea, have conceived of the same or a similar idea on its own, or someone else may have disclosed the same or a similar idea to it.
 - d. Your rights to the idea or to any further disclosure you may make regarding the idea must be limited to such rights as may be secured to you by the valid claims of issued patents of the United States of America or foreign country which may now or hereinafter be granted to you.
4. Information that has been submitted without a **NON-CONFIDENTIAL IDEA SUBMISSION AGREEMENT** will not be evaluated. Lifecore Biomedical may retain such information for the purpose of preserving a record of what was submitted to it. Lifecore Biomedical has no obligation to return such materials to the submitter.
5. Once Lifecore Biomedical has received confirmation that an idea is being submitted under the terms of a **NON-CONFIDENTIAL IDEA SUBMISSION AGREEMENT**, the idea will be referred to the appropriate Lifecore Biomedical personnel for the purpose of assessing our level of interest. If Lifecore Biomedical then has an interest in obtaining additional details that you consider confidential, Lifecore Biomedical will consider accepting the disclosure of such additional information under a written confidentiality agreement signed by an officer of Lifecore Biomedical.
6. Lifecore Biomedical makes every effort to evaluate the submission of ideas promptly. However, Lifecore Biomedical cannot indicate when its evaluation will be complete. Please understand that, because much of Lifecore Biomedical's internal work is confidential, it may not be willing to provide detailed information regarding its reasons for rejecting a given submission. Under no circumstances shall Lifecore Biomedical be obligated to reveal the nature or extent of an evaluation.

NON-CONFIDENTIAL IDEA SUBMISSION AGREEMENT

I am submitting this signed Non-Confidential Idea Submission Agreement and accompanying information for review by Lifecore Biomedical ("LCBM"). I reserve my right to disclose it to others. I have read LCBM's document entitled "Submitting Product Ideas to Lifecore Biomedical" and understand its contents.

Intending to be legally bound, I agree that this information is submitted to LCBM and is received by LCBM under the following conditions:

1. I represent and warrant that I have the right to disclose the information contained in this submission (the "Idea") to LCBM on a non-confidential basis and that such disclosure will not violate any obligation that I may have to any other person or entity.
2. No confidential relationship or relationship of trust or confidence or other obligation of any type is created or implied by the receipt or consideration of this Idea by LCBM.
3. I agree that LCBM may, solely at its discretion, disclose the Idea to third parties under this Agreement and that LCBM shall have no obligation to make such disclosures confidential.
4. I agree to keep a full duplicate copy of all information submitted to LCBM under this Agreement as a record of what has been disclosed. LCBM may or may not, in its discretion, retain all materials that I submit.
5. I will rely solely on rights conferred to me by the patent and copyright laws of the United States and/or foreign countries, if any, to protect the idea submitted pursuant to this Agreement.
6. I do not, by this submission, grant any rights under any patents I now have or may later obtain covering the Idea. However, I realize that an unpatented idea may have little or no value since it can be freely copied once it is put into use. Therefore, in consideration of LCBM evaluating my Idea, I hereby release LCBM and its officers, directors, and employees from any liability for the adoption, modification, sale or use of my Idea, or products using the Idea under any legal theory, except such liability as may accrue under valid patents now or hereafter issued.
7. This Agreement binds all parties who lawfully succeed to any of my rights in this Idea.
8. This Agreement constitutes the entire agreement between LCBM and me pertaining to this submission and supersedes any prior understanding, discussions or agreements regarding my idea. To be effective, any modification of this Agreement must be approved in writing by an officer of LCBM.
9. These terms apply to all additional disclosures submitted incidental to the original idea submission.
10. This agreement shall be governed by the laws of Minnesota and the parties hereto agree that any litigation arising out of this agreement shall be venued in Minnesota.

Signature of Submitter

Name of Submitter

Title

Date