

OFFER LETTER

B.R.E.W. 2021

**Aniruddha
Chattopadhyay**

TABLE OF CONTENTS

ABOUT	2
OVERVIEW	2
WORKING TERMS.....	3
LOCATION.....	3
STIPEND	3
HOLIDAYS.....	3
END OF INTERNSHIP.....	3-4
TERMINATION CRITERIA	3
CONSEQUENCES OF TERMINATION.....	4
NON-DISCLOSURE.....	4-7
CONFIDENTIALITY.....	4
INTELLECTUAL PROPERTY.....	4
DATA PROTECTION.....	6
EMPLOYMENT STIPULATIONS	7-8
SOLICITATION OF EMPLOYEES.....	7
MISCELLANEOUS.....	7
ACKNOWLEDGEMENT	8
ANNEXTURE I	9-11
CONFIDENTIALITY UNDERTAKING	9
EXHIBIT A	12
TERMINATION CERTIFICATION.....	12

[Annex](#)

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Phone Number: +91-80-4676-9100

1 | Page

Aniruddha Chattopadhyay

Offer Letter

"Bringing people together for a better world!"

2nd March 2021

Aniruddha Chattopadhyay

Dear **Aniruddha**,

We at GCC Services India Private Limited ("**GCC**" or the "**Company**") are delighted to extend our offer to you as part of our internship program based in Bangalore ("**B.R.E.W. (Summer) Internship**")

GCC is a group/associate company of Anheuser Busch InBev ("**AB InBev**") committed to driving growth that leads to better living for more people in more places. We are building a company to last not just for a decade but for the next 100 years. We take the development of our people seriously and help you dream bigger than what you think is possible. This is an exciting opportunity to intern with AB InBev and to challenge yourself with innovative and impactful projects. AB InBev is a leading global brewer and one of the world's top five consumer product companies.

The Internship will be for a period of **8 weeks** from **25th May** to **16th July** subject to your acceptance of these Terms and Conditions. Please sign and return a copy of this letter and the Terms and Conditions to indicate your acceptance of this Internship. The Terms and Conditions of your Internship are included below as Schedule A.

You will be given an extensive orientation on AB InBev upon commencement of the Internship.

We look forward to working with you and would like to take this opportunity to wish you every success during your Internship.

Yours sincerely,

Dinesh Khanna

Senior Manager - People

Aniruddha Chattopadhyay

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Schedule A**Terms and Conditions of Employment**

Welcome to GCC Services!

These Terms and Conditions of Internship are effective from 25th May on which date your internship with the Company becomes effective.

Location

The Internship will be based at any of the office location mentioned below:

GCC (Operations):

Peridot Block, 11th, 12th & 13th Floor, Bagmane World Technology Centre-SEZ, K.R. Puram - Marathalli Ring Road, Bengaluru- 560048

GAC (Analytics):

8, Vittal Mallaya Rd, Shanthala Nagar, Ashok Nagar, Bengaluru – 560001

However, in the current circumstances, the internship could be virtual until the situations change.

In case you are required to travel, whether in or around India or overseas in connection with your Internship, your expenses and costs in connection with such travel will be borne by the Company in accordance with the Company's current travel and expenses policy.

Stipend

During the Internship Period you will receive a stipend of [INR 75000 (Seventy five thousand Only)] per month subject to applicable tax withholdings ("Stipend").

Holidays

You will also be entitled to all declared holidays each calendar year, along with any other days as may be specifically prescribed by the Company. Except as mentioned above, you are not entitled to any leave during the Internship Period except as approved by the Company representative.

Termination

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Your Internship can be terminated:

- (i) Immediately, with or without notice, on your breach of these Terms and Conditions or any of the Company policies applicable to you.
- (ii) Upon you or the Company giving each other one (1) week's written notice or the Company paying you or you are paying the Company pro-rated Stipend in lieu thereof.

Consequences of Termination

Upon termination of your Internship, for any reason, you will return to Company, any property belonging to the Company, such as laptop, computer, mobile phone, identity card, equipment, record cards, papers, documents and credit cards, and other devices with details of any passwords or user ids installed therein, kept or made by or supplied to you relating to the business of the Company. You shall also return all confidential information, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of, or based on such documents (without retaining any copy thereof).

Confidentiality

You agree that during the Internship Period, you will have access, directly or indirectly, to certain Confidential Information of the Company, its affiliates, employees, contractors and/or clients. By accepting this Internship offer, you acknowledge that you shall adhere to our confidentiality policy and agree to execute the Confidentiality Undertaking as set out in Annexure1 herein.

You agree to comply with all the Company's policies and standards in effect from time to time during your Internship Period.

Intellectual Property

Any Intellectual Property shall be disclosed to the Company whether conceived apprehended or learned by you during the course of, or after the termination of your Internship, and you shall give to the Company all such explanations, demonstrations and instructions as the Company may deem appropriate to enable the full effectual working production and use of the same.

All Intellectual Property, irrespective of whether made, devised or discovered during normal working hours or using the facilities of the Company, whether alone or jointly with others, shall be the exclusive property of the Company. You hereby convey ownership in all such Intellectual Property to the Company upon inception or development. To the extent that the Company is not

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the immediate owner of the Intellectual Property, you irrevocably assign all Intellectual Property to the Company, in perpetuity and on a worldwide basis. This assignment shall not lapse in any circumstances, including upon the failure of the Company to exercise its rights under the assignment for any period.

You shall always, whether during the course of, or after the termination of your internship:

- a) Not (unless with the prior written consent of the Company) apply for any patent, design or other registration as the case may be, either in India, or in any other part of the world for any Intellectual Property conceived or made by you.
- b) Without prejudice to the above bullet point, if and whenever required by the Company to do so (and in such manner as the Company shall in its sole discretion decide) you shall apply as a nominee of, or jointly with the Company, for patent, design or other registration in India, and as the Company may require any other part of the world for any Intellectual Property and without additional payment, shall execute all such documents, deeds, undertakings, declarations, and do all such things as may be necessary to effectively obtain or vest in the Company, the legal and beneficial ownership of all applications at any time, and from time to time pending and all resulting patents, design and other Intellectual Property registration when granted, and all right title and interest to and in the same in the Company absolutely;
- c) To the extent that the full title in any Intellectual Property is not automatically vested in the Company, you agree to irrevocably assign, in perpetuity and on a worldwide and royalty free basis, all such Intellectual Property produced by you during your internship, whether during normal hours of work of the Company or otherwise or at the premises or using the facilities of the Company or otherwise, to the Company; and
- d) Waive all moral rights arising from any such works or material so far as you may lawfully do so in favor of the Company.

You shall do nothing (whether by act or omission) during the Internship Period or at any times thereafter, to affect or imperil the validity of any Intellectual Property obtained, applied for, or to be applied for by the Company or its nominee.

The Company shall pay all expenses in connection with any application for patent design or other registration made by you as nominee for, or jointly with the Company, pursuant to this section of your Internship offer.

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Nothing in this Internship offer shall oblige the Company to seek patent or other protection for any Intellectual Property or to exploit any such Intellectual Property.

It shall be presumed (but subject to proof to the contrary) that the subject matter of any application for a patent, design or other Intellectual Property registration filed by you or any assignee or agent of yourself within 12 months after the termination of your internship and relating to goods or services of a kind with which you were concerned in the course of your internship, is Intellectual Property made by you during your internship with the Company.

For the purposes of these terms and conditions "Intellectual Property" means any patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, data, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the items referred to above, equivalent or similar rights to these rights in any other country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off conceived or made by you during the course of or arising out of your internship with the Company (whether alone or together with any other person or persons) and which concern or are applicable to products or articles manufactured or sold by, or services provided by the Company.

Data Protection

The Company may, in connection with your Internship, collect and receive personal information, including sensitive personal data or information ("SPDI") relating to you or third parties associated with you (such as your spouse or children). Such personal information may be received from you, or from other sources, and some limited personal information may be recorded directly or indirectly by internal security systems or by other means and process such information for purposes related to your internship. The Company may hold, retain, use and periodically transfer your personal information including SPDI to third parties, including to group companies, for the purpose of implementation, administration and management of the internship and related purposes, which may include, but are not limited to, your review/appraisal. The recipient of your personal information may be located in India or any other country, which may have different data privacy laws applicable.

You expressly consent to the following:

- a) the collection and processing of your personal information and SPDI by the Company, for

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internship purposes;

- b) the transfer, worldwide, of personal information and SPDI held by the Company, about you to other group companies, and to third parties, where disclosure to such third parties is required in the normal course of business or by law.

"SPDI", for the purpose of these terms and conditions, shall mean such personal information which consists of information relating to –

- a) password;
- b) financial information such as bank account or credit card or debit card or other payment instrument details;
- c) physical, physiological and mental health condition;
- d) sexual orientation;
- e) medical records and history;
- f) biometric information; and
- g) any detail relating to the above clauses as provided to the Company.

Please notify the Company representative if you object to providing this consent.

Solicitation of Employees.

You agree that for a period of twelve (12) months immediately following the termination of your Internship with GCC for any reason, whether with or without cause, you shall not either directly or indirectly solicit, induce, recruit or encourage any of GCC's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of GCC, either for yourself or for any other person or entity.

Miscellaneous

- a) The provisions of these Terms and Conditions shall be governed by and construed in accordance with the laws of India. You agree that the courts at Bangalore shall have the exclusive jurisdiction to settle any claim or matter arising under these Terms and Conditions.
- b) No delay in exercising or omission to exercise any right, power or remedy accruing to a party upon any default under these Terms and Conditions shall impair any such right, power or remedy or shall be construed to be a waiver thereof, or any acquiescence in such default, nor shall the action or inaction of such party in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of such party in respect of any other default.

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- c) These Terms and Conditions as well as the Annexures constitute the entire agreement between you and the Company with respect to the subject matter hereof, to the exclusion of all other understandings and assurances, either written, or oral.
- d) If any provision of these Terms and Conditions are, for any reason, held to be invalid or unenforceable, the other provisions of these Terms and Conditions will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- e) No amendment, modification, or termination of any provision of these Terms and Conditions shall be effective unless the same is in writing and signed by you and the Company.

Acknowledgement

I acknowledge receipt of this Internship offer and enclosures and agree to the terms and conditions as stated therein. I have retained a copy and understand the Company will also hold a copy.

Signed: Aniruddha Chattopadhyay

Date:

Encl:

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ANNEXURE 1**CONFIDENTIALITY UNDERTAKING ("Undertaking")**

I, _____ s/o or d/o _____, and residing at _____ have been given an opportunity to be a part of the B.R.E.W. (Summer) Internship at GCC Services India Private Limited ("GCC" or "Company") I do hereby solemnly affirm, declare and undertake the following:

1. Confidential Information:

- 1.1 I acknowledge that during the Internship Period I shall be provided with and have access to substantial Confidential Information of the Company. I agree at all times during the Internship Period and thereafter, to hold in strictest confidence, and not to use, except for the benefit of GCC, or to disclose to any person, firm or corporation any Confidential Information without the prior written approval of an authorized signatory of GCC. In the event that I am required to disclose any Confidential Information to a governmental authority, I may do so to the extent required, after providing reasonable notice of my intention to do so to the Company. I understand that "Confidential Information" means any proprietary information, technical data, trade secrets or know how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the GCC on whom I called or with whom I became acquainted during the term of my internship), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by GCC either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.
- 1.2 Former Employer Information - I agree that I will not, during my internship with GCC, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of GCC any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.
- 1.3 Third Party Information - I recognize that GCC has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on GCC's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest

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9 | Page

Aniruddha Chattopadhyay

confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for GCC consistent with GCC's agreement with such third party.

2. Conversion to employee:

In the event that my position is converted to that of a paid employee, I agree that all aspects of this Undertaking will remain in effect.

3. Returning GCC Documents.

I agree that, at the time of leaving GCC, I will deliver to GCC (and will not keep in my possession, recreate or deliver to anyone else any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my internship with GCC or otherwise belonging to GCC, its successors or assigns. In the event of the termination of my internship, I agree to sign and deliver the Termination Certification attached as Exhibit A.

4. Notification to New Employer.

In the event that I leave GCC, I hereby grant consent to notification by GCC to my new employer about my rights and obligations under this Undertaking.

5. Representations.

I agree to execute any proper oath or verify any proper document required to carry out the terms of this Undertaking. I represent that my performance of all the terms of this Undertaking will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my internship with GCC. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

6. Equitable Relief.

I agree that it would be impossible or inadequate to measure and calculate GCC's damages from any breach of the covenants set forth herein. Accordingly, I agree that if I breach any of such Sections, GCC will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Undertaking. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

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7. Governing Law and Jurisdiction.

I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Undertaking will be governed by the laws of India. I hereby expressly consent to the jurisdiction of the courts at Bangalore.

Date:**Place:****Signature:** Aniruddha Chattopadhyay**Name:**

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EXHIBIT - A
TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to GCC Services India Private Limited its subsidiaries, affiliates, successors or assigns (together, the "GCC").

I further certify that I have complied with all the terms of GCC's Confidentiality Undertaking dated «Date» signed by me. I further agree that, in compliance with the Confidentiality Undertaking, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of GCC or any of its employees, clients, consultants or licensees.

Date:**Place:****Signature:** Aniruddha Chattopadhyay**Name:**

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