

## CONFIDENTIALITY UNDERTAKING

1. I, \_\_\_\_\_, understand that as an employee of GCC Services India Private Limited (“GCC”), I may have access to proprietary and confidential information developed or acquired by, or made available to, GCC Services India Private Limited, Anheuser-Busch InBev SA/NV, or their affiliates (“ABI”), including but not limited to, (a) any and all proprietary knowledge, data or information of ABI, whether existing, or developed during my employment with GCC; (b) any trade secrets, ideas, processes, formulas, source and object codes, programs, other works of authorship, know-how and improvements; (c) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital raising plans, activities and agreements, internal services and operational manuals, methods of conducting business; (d) non-public information relating to ABI; (e) information regarding any of ABI’s business partners, service providers and their services, including names, representatives, proposals, bids, contracts and their contents and parties, and other non-public information relating to business partners; (f) information I may receive directly or indirectly in connection with work related to People analytics; (g) any other non-public information which a competitor of ABI could use to ABI’s competitive disadvantage (collectively, the “**Information**”). I acknowledge that the Information incorporates trade secrets and that any unauthorized use or disclosure of the Information may result in significant damage to ABI.

2. I agree to use all Information to which I may have access only in performing my obligations as per the terms of my employment with GCC. At all times, during my employment with GCC, and thereafter, I will maintain the Information in strict confidence. I will not remove or deface any confidentiality or proprietary notice placed on items of Information. I will not copy, translate or modify any items containing Information without ABI’s written authorization. I will not disclose the Information to any person, other than employees of ABI, on a strict “need to know” basis and who have executed a confidentiality agreement substantially identical to this agreement and as further authorized by ABI.

3. I acknowledge that all copyrights, patents, trade secrets, and other proprietary rights in or related to the Information are and will remain the exclusive property of ABI, whether or not specifically recognized or perfected under the laws of the country where the Information is located. I will not take any action that jeopardizes ABI’s proprietary rights or acquire any right in the Information, except the limited use right specified in Section 2. I hereby acknowledge that ABI will own all rights in any copy, translation, modification, adaptation, or derivation of the Information that I may create, either alone, or jointly with other employees or personnel, including any improvement or development thereof (“**Works**”). If, by operation of law, I am deemed to possess any rights in such items, I hereby assign such rights to ABI, on a perpetual, worldwide and royalty free basis. To the extent that my rights are inalienable under applicable law, I hereby waive and agree not to exercise such rights and, if such waiver and agreement are deemed invalid, grant ABI the exclusive, perpetual, irrevocable, worldwide and royalty-free right to use, market, make derivative works, make improvements and modify such items without identifying me or seeking my prior consent. Upon ABI’s request, I will execute any instrument that is appropriate to give full legal effect to the provisions of this Section, and full title to ABI over all Works.

4. When my employment with GCC ceases, I will promptly return to GCC all notes, documents, or media that contain the Information, including any copies and records thereof. I acknowledge that my obligations under this confidentiality undertaking will survive the termination of my employment with GCC. I further acknowledge that GCC may enforce this confidentiality undertaking against me.

5. I expressly agree that monetary damages may be inadequate to compensate GCC for a breach of any covenant or agreement set forth herein. Accordingly, I agree and acknowledge that any such violation or threatened violation may cause irreparable injury to GCC and that, in addition to any other remedies that may be available, in law, in equity or otherwise, GCC shall be entitled to seek injunctive relief against the threatened breach of this agreement or the continuation of any such breach, without the necessity of proving actual damages.

6. This confidentiality undertaking is governed by, and is to be construed in accordance with the laws of India, and the courts in Bangalore will have exclusive jurisdiction to deal with any dispute which has arisen, or may arise out of, or in relation to this agreement.

**IN WITNESS WHEREOF**, the undersigned has signed and delivered this agreement on the date below written.

Signature:

Name:

Designation:

Date:

Signed on behalf of **GCC SERVICES INDIA PRIVATE LIMITED** as an acknowledgement to the execution of this Confidentiality Undertaking:

Signature:

Name:

Designation:

Date: