



Employee Agreement As To Intellectual Property and Confidentiality

1. DEFINITIONS.

- (a) "Company" means Anheuser-Busch Companies, Inc., its subsidiaries, divisions and affiliates, and successors to any of them.
- (b) "Confidential Information" means any information, including but not limited to a Trade Secret, disclosed to me or known by me (1) through or in the course of my employment with the Company, (2) not generally known outside the Company, and (3) relating to the actual or anticipated business of the Company. Confidential Information may include, without limitation, supplier lists, vendor lists, employment agreements or manuals, laboratory notebooks, marketing strategies and information or materials of a similar nature.
- (c) "Invention" means any new or useful discovery or improvement relating to any article, product, process, design, device, business method, biological material, or machinery, whether or not patentable, and all related know-how, made or conceived by me alone or with others during the course of my employment with the Company which (1) relates to the actual or anticipated business of the Company at the time of the conception or (2) results from or is suggested by any work which I have done or may do for the Company or (3) is made or conceived, either in part or entirely, on time for which I was paid by the Company or using resources of the Company.
- (d) "Copyright Work" means any original work of authorship for which copyright protection is available and which I prepared within the scope of my employment.
- (e) "Trade Secrets" means information, including a formula, pattern, drawing, compilation, program, device, method, technique, process, cost data or customer list, that (1) derives economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. CONSIDERATION.

In consideration of my employment or continued employment by the Company and the salary or wages paid for my services during such employment, I agree to comply fully with the provisions of this Agreement.

3. NOTICE.

I will communicate to the Company promptly and fully any Invention.

4. OWNERSHIP OF RIGHTS.

The Company shall own any Confidential Information, Invention and Copyright Work: Copyright Work shall be a "work made for hire" under any applicable copyright laws, and the Company shall be the author of the Copyright Work. Company's ownership rights in this Agreement shall be in addition to the Company's common law rights. To the extent any Copyright Work does not constitute a work made for hire under any applicable law, I agree to assign all rights in and to such Copyright Work to Company pursuant to paragraph 5.

5. ASSIGNMENTS/APPLICATIONS.

Upon the request of the Company at any time during or after my employment, I will: (a) promptly assign any right, title or interest I may have in and to any Confidential Information, Trade Secret, Invention or Copyright Work; (b) promptly and fully assist the Company in the preparation and filing of any patent, copyright or other application for the protection of any Invention or Copyright Work; and (c) promptly sign all lawful papers, take all lawful oaths and do all lawful acts requested by the Company in connection with the protection or assignment of any Confidential Information, Trade Secret, Invention or Copyright Work, at Company's cost. For purposes of this Agreement, "lawful papers" shall include, without limitation, agreements assigning rights in and to any Invention or Copyright Work to Company, and "lawful acts" shall include, without limitation, assisting Company in obtaining and enforcing any patent, trademark or copyright or other rights in any Invention or Copyright Work. If the Company is unable for any reason whatsoever to secure your signature to any such lawful papers or documents (including without limitation renewals, extensions, continuations, divisions or continuations in part), you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agents and attorneys-in-fact to act for and in behalf and instead of you, but only for the purpose of executing and filing any such lawful papers and documents and doing all other lawful permitted acts to accomplish the foregoing with the same legal force and effect as if done by you.

6. RETURN OF TANGIBLE PROPERTY.

All tangible property in my custody or possession including, but not limited to, biological materials, models, writings, records, drawings, blueprints, notebooks, or documents, containing any Confidential Information, Trade Secret, Invention or which embodies a Copyright Work is the exclusive property of the Company, shall not be copied or removed from the premises of the Company except for Company business, and shall be delivered to the Company without keeping any copies or any portions thereof on the termination of my employment. For purposes of this Agreement, "tangible property" includes, without limitation: (a) electronic copies stored on floppy disks, hard drives, CD-ROM, magnetic tape, or other electronic storage media, and (b)