



Cisco Systems (India) Pvt Ltd  
SEZ Unit, Cessna Business Park,  
Kadubeesanahalli Village, Varthur Hobli,  
Sarjapur Marathalli Outer Ring Road  
Bangalore, Karnataka 560103  
India

**RELIEVING LETTER  
CISCO SYSTEMS (INDIA) PVT LTD**

Date: MAY 05, 2016

Abhishek Soni  
209 VIVEKS AROMA APARTMENT,  
PANATHUR  
BANGALORE, KA, 560103

Dear Abhishek:

This has reference to the resignation letter submitted by you. We would like to inform you that it has been accepted. You are relieved from your services on the close of business hours of 29-Apr-2016. You have completed the Cisco India separation process.

The final settlement amount would be credited to your bank account in one or two pay cycles from the relieving date and based on the payroll cut-off date.

Given below are your service particulars in Cisco:

Employee Full Name: Abhishek Soni  
Employee Number: 837062  
Job Title: ENGINEER.II.CUSTOMER SUPPORT.CUSTOMER ADVOCACY  
Date of Joining Cisco: 27-Jun-2012  
Date of Relieving: 29-Apr-2016

**Final Paycheck**

Your final paycheck will include payment for the hours of unused PTO you have accrued through your last day of employment. Your final paycheck may include a refund of any ESPP deductions withheld but not used to purchase shares before the Plan's stock purchase, as indicated in the ESPP agreement. If your PTO balance is negative, you must make arrangements to repay the advance. You can either give Cisco a check for the appropriate amount or authorize Cisco to deduct the overpayment from your final paycheck. Should you have questions concerning your final paycheck, please contact the GBS Employee Experience HR Support at 080 42937080/write in to [hr-support-inquiry@external.cisco.com](mailto:hr-support-inquiry@external.cisco.com)

**Benefit Plan Coverage - Medical/Dental/Hospitalisation Insurance**

Your current coverage for medical/dental health and Cisco hospitalization insurance plan for employee/spouse/dependant will no longer continue beyond your last date of employment. You also need to inform UHC at least 1-2 weeks before your last date of employment whether you have had any hospitalization bills to be claimed (either a Network or a Non Network Hospitalization). This is very important because once you are deleted from the policy you will not be eligible to claim reimbursement for any expenses incurred.

**Benefits Plans-Life, Short and Long-Term Disability, AD , Business Travel Accident**

Coverage under these programs will end on your last day of employment. The Cisco group insurance policy cannot be transferred to an individual plan. Employees leaving Cisco should consider buying an individual personal accident policy and a term life insurance policy of their own before they leave Cisco.



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### **Retirals-Provident Fund**

At the time of separation the employee can choose to either withdraw or transfer out the provident fund amount. The employee can collect the withdrawal form from payroll. If the employee wants to transfer-out the PF account to transfer-out the PF account to the new employer, form 13 has to be submitted. Upon termination of employment for any reason (other than death or disability), all vesting will stop and your options will immediately terminate with respect to all unvested shares. For any shares that have already vested, you will have a fixed amount of time in which to exercise your options for these shares. The period of exercisability after termination varies by stock option plan. For options originally granted by Cisco, you have typically a period of 3 months from termination date to exercise your option for vested shares. For options assumed from an acquisition, please refer to your original option grant documents for specific information on your exercise period after termination.

Additionally, if you have more than one grant of options, the post-termination exercise period for each grant may be different. It is your responsibility to determine what the deadlines are for the exercise of your stock options. If you are not absolutely certain what a particular post-termination exercise period is for any specific option grant, review the terms of your option grant, and consult with a professional financial advisor.

Upon termination of employment, you will cease to participate in the ESPP and will not be allowed to purchase any more shares under the ESPP. You will receive a refund of any ESPP deductions withheld but not yet used to purchase shares under the ESPP as indicated in the ESPP agreement. This refund is included in the final paycheck. Should you have any questions regarding the ESPP, please contact the GBS Employee Experience HR Support toll free at 080 42937080/write in to [hr-support-inquiry@external.cisco.com](mailto:hr-support-inquiry@external.cisco.com). Cisco will mail a copy of your Stock Option "Closing Statement" as a courtesy via regular mail within 15-45 days following your last day with Cisco. This statement indicates the status of your stock option grants as of your last date of employment. This statement will include for each grant the last date that you may exercise your available stock option shares. As noted above, it is your responsibility independently to determine your rights and take appropriate action; failure to receive such Closing Statement will not justify your failure to exercise vested options within the appropriate post-termination exercise period as set forth in your individual stock option grant agreements.

### **Notes Regarding Exercising your Shares:**

- It is your individual responsibility to exercise your shares on or before each options expiration date.
- If you have stock option shares assumed through an acquisition, your last date to exercise may differ from those options granted to you by Cisco.



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- All exercises must be executed through Charles Schwab or Smith Barney following standard exercise procedures.
- Due to the sensitive nature of the time frames in which stock options may be exercised, Cisco will not be held responsible for any verbal representation made from any source other than what is contained in your written stock option grant agreements. It is imperative that you direct all questions and requests related to your stock options to your broker. Cisco's preferred brokers have all of your stock option information and can assist you with your stock option transactions.
- All stock option exercises must be placed during standard NASDAQ market hours (Monday through Friday, 9:30AM to 4:00PM EST) through either Charles Schwab or Smith Barney no later than the last day to exercise.
- If your last date to exercise falls on a non-trading day (i.e., weekend date or a U.S. holiday), your last date to exercise your available shares will be the preceding NASDAQ trading day.
- Under no circumstance may you exercise your stock option shares after the expiration date(s). Failure to exercise your shares by the expiration date will result in the irrevocable cancellation of your right to exercise your stock option shares.

Broker Contact information:

**Smith Barney**

+1-866-669-8832

+1- 212-615-7873 (Direct Line)

Website: <http://www.benefitaccess.com/>

**Charles Schwab**

Direct: + 1 - 866-60-CISCO (866-602-4726)

Website: <http://scs.schwab.com/cisco/index.html> to exercise any vested stock.

**Computershare (to sell ESPP shares)**

1-866-60-CISCO (1-866-602-4726)

Website: <http://www-us.computershare.com/>

Please contact your broker to exercise vested stock, sell ESPP shares or for any questions regarding your stock options or ESPP shares.

**STOCK OPTIONS /ESPP CHECKLIST**

- Review Stock Grant Agreements and make a copy of the agreements on Stock Administration's website under "My Stock Options", "Grant Agreements". Determine when you may exercise your vested and available stock options. It will be your responsibility to independently determine your rights and take appropriate action. *Employees who came to Cisco through an acquisition may have different exercise periods for assumed stock options. Please review each stock option grant agreement for its specific terms.*



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- Accept all your stock options **before** your access to the Cisco internal webpage is terminated. Stock options that have not been accepted cannot be exercised. Log onto the webpage at the address below and confirm your stock options have a Status of "**Accepted**". <http://www.win-tools.cisco.com/FinAdm/STOCKUI/PageService>
- *For options issued prior to the adoption of the 1996 option plan, or for options assumed through an acquisition, if you do not have a personal copy of your agreements, submit a file room request:* <http://www.win-gbsee.cisco.com/forms/pfilerequest>
- Exercise your stock options: All stock option exercises must be transacted through one of Cisco's preferred brokers either through your on-line account or by calling the broker directly. **Have a current W-9 or W-8BEN tax form on file when exercising your stock options** (you may obtain this form from your broker). Otherwise, additional U.S. taxes may be withheld at the time of exercise.

Wishing you the best for your future endeavors

\*\*\*If you have any questions, please contact GBS Employee Experience HR Support on +91.80.4293.7080/write in to [hr-support-inquiry@external.cisco.com](mailto:hr-support-inquiry@external.cisco.com)

Yours faithfully,

On behalf of Cisco Systems (India) Private Limited

**Seema Nair**  
**HR Director**

#### NOTICE OF CONTINUING OBLIGATIONS REGARDING CISCO'S PROPRIETARY INFORMATION AGREEMENT

Although your employment with Cisco has ended, I'd like to remind you of your continuing obligations to Cisco Systems, Inc., ("Cisco"). I know that you share our concern about protecting Cisco's confidential information. I'd like to highlight several key provisions contained in the Proprietary Information and Inventions Agreement ("PIIA") document, a copy of which may be obtained via the HR Operations department at Cisco.

In your position at Cisco, you had access to sensitive proprietary information. It is critical that you not disclose this proprietary information to anyone or use it in any future employment. Specifically, the Agreement requires that you keep Cisco's Proprietary Information confidential:

*...At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.*



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"Proprietary Information" is defined broadly to include the following:

*For the purposes of this Agreement, "Proprietary Information" is information that was developed, created, or discovered by the Company, or which became known by, or was conveyed to the Company, which has commercial value in the Company's business. "Proprietary Information" includes, but is not limited to, software programs and subroutines, source and object code, trade secrets, ideas, techniques, inventions (whether patentable or not), business and product development plans and other information concerning the Company's actual or anticipated business, research or development, or which is received in confidence by or for the Company from any other person. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.*

Proprietary Information also includes information you have about Cisco employees by virtue of your former employment with the Company, including employee compensation, performance levels, or internal telephone, email or pager numbers. Using such Proprietary Information to assist in future recruitment efforts, or for any other purpose, would amount to a clear violation of your legal obligations to Cisco. In short, each of these obligations continues to apply to you, even though you are no longer employed by Cisco.

If you in any way assist in recruiting or hiring Cisco individuals, or if you encourage any such individual to leave his or her employment with Cisco, then you may be in violation of the Cisco Proprietary Information and Invention Agreement that you signed. Specifically, the PIIA provides as follows:

During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason.

If you still have any Cisco Company documents at your home or in your possession, please return them to Cisco as soon as possible. You should also carefully review your personal computer and delete or return any material concerning Cisco's business.

If you have any questions regarding the scope of your continuing obligations to Cisco or if you have any questions about whether anything constitutes Proprietary Information please contact HR.

**Cisco Systems (India) Pvt Ltd**

cc: employee personnel file