

**CISCO SYSTEMS, INC.  
STOCK UNIT AGREEMENT**

This Stock Unit Agreement (the "Agreement") is made and entered into as of the Grant Date (as defined below) by and between Cisco Systems, Inc., a Delaware corporation (the "Company"), and you pursuant to the Cisco Systems, Inc. 2005 Stock Incentive Plan (the "Plan"). The material terms of this Stock Unit Award are as follows:

**Feedback Status**

**Feedback** *Accepted*

**Grant Details**

<b>Employee ID:</b>	1350858
<b>Grant Date:</b>	2022-Nov-09
<b>Grant Number:</b>	1607252
<b>Restricted Stock Units:</b>	220
<b>First Vest Date:</b>	2100-Nov-30

To the extent any capitalized terms used in this Agreement are not defined, they shall have the meaning ascribed to them in the Plan. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of this Agreement, the Plan terms and provisions shall prevail.

In consideration of the mutual agreements herein contained and intending to be legally bound hereby, and as a condition to and in consideration of the grant, vesting, and settlement of the Restricted Stock Units and your receipt of any Shares or any related benefit thereunder, the parties agree as follows:

1. **Restricted Stock Units.** Pursuant to the Plan, the Company hereby grants to you, and you hereby accept from the Company, Restricted Stock Units, each of which is a bookkeeping entry representing the equivalent in value of one (1) Share, on the terms and conditions set forth herein and in the Plan. By accepting (whether in writing, electronically or otherwise) the Restricted Stock Units, or by otherwise receiving the Restricted Stock Units, Shares, or any benefit relating thereto, you acknowledge that the Restricted Stock Units and any Shares issued thereunder and your participation in the Plan are subject to such terms and conditions, and you agree to such terms and conditions.

2. **Vesting of Restricted Stock Units.** So long as your Service continues, the Restricted Stock Units shall vest in accordance with the following schedule: Thirty-four percent (34%) of the total number of Restricted Stock Units granted pursuant to this Agreement shall vest on the First Vest Date and eight and one-quarter percent (8.25%) of the total number of Restricted Stock Units shall vest quarterly thereafter, unless otherwise provided by the Plan or Section 4 below. If you take a leave of absence, the Company may, at its discretion, suspend vesting during the period of leave or pro-rate the Restricted Stock Units to the extent permitted under the employment laws in the jurisdiction where you are providing Service or under the terms of your employment or service agreement, if any, notwithstanding the Company's Vesting Policy for Leaves of Absence.

3. **Termination of Service.** In the event of the termination of your Service for any reason (whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the terms of your employment or service agreement, if any), all unvested Restricted Stock Units shall be immediately forfeited without consideration. For purposes of the preceding sentence, your right to vest in the Restricted Stock Units will terminate effective as of the date that you are no longer providing Service, and the Company shall have the exclusive discretion to determine when you are no longer providing Service for purposes of the Restricted Stock Units.

4. **Special Acceleration.**

(a) To the extent the Restricted Stock Units are outstanding at the time of a Corporate Transaction, such Restricted Stock Units shall automatically become vested in full immediately prior to the effective date of the Corporate Transaction. No such accelerated vesting, however, shall occur if and to the extent: (i) these Restricted Stock Units are, in connection with the Corporate Transaction, either assumed by the successor corporation (or parent thereof) or replaced with comparable restricted stock units of the successor corporation (or parent thereof) or (ii) these Restricted Stock Units are replaced with a cash incentive program of the successor corporation which complies with Code Section 409A and preserves the fair market value of the Restricted Stock Units at the time of the Corporate Transaction and provides for subsequent pay-out in accordance with the settlement provisions set forth in Section 5 below. The determination of the comparability of restricted stock units under clause (i) shall be made by the Committee, and such determination shall be final, binding and conclusive.

(b) Immediately following the effective date of the Corporate Transaction, this Agreement shall terminate and cease to be outstanding, except as set forth in Section 5 below with respect to the deferred settlement of Restricted Stock Units or to the extent assumed by the successor corporation (or parent thereof) in connection with the Corporate Transaction.

(c) If this Agreement is assumed in connection with a Corporate Transaction, then the Committee shall appropriately adjust the number of units and the kind of shares or securities to be issued pursuant to this Agreement immediately after such Corporate Transaction.

(d) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate, sell or transfer all or any part of its business or assets.

5. **Settlement of Restricted Stock Units.** To the extent you are eligible but have not elected to defer settlement of the Restricted Stock Units, the Restricted Stock Units shall be automatically settled in Shares upon vesting of such Restricted Stock Units, provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless and until you have satisfied any applicable Tax-Related Items, as described and defined in Section 6 below, and such issuance otherwise complies with all applicable laws. To the extent you are eligible but have elected to defer settlement of the Restricted Stock Units, the vested portion of the Restricted Stock Units shall be settled in Shares upon the earlier of: (a) your separation from service within the meaning of Code Section 409A ("Separation from Service") and (b) the fixed payment date elected by you, if any, at the time of such deferral (which shall be the first business day of a year no earlier than six years after the year of the Grant Date in accordance with procedures approved by the Committee), provided that the Company shall have no obligation to issue Shares pursuant to this Agreement unless such issuance complies with all applicable law. Notwithstanding the foregoing, to the extent your Restricted Stock Units would otherwise be settled upon your Separation from Service, such settlement shall instead occur upon the Company's first business day following the six-month anniversary of your Separation from Service. Prior to the time that the Restricted Stock Units are settled, you shall have no rights other than those of a general creditor of the Company. The Restricted Stock Units represent an unfunded and unsecured obligation of the Company.

6. **Taxes.**

(a) Regardless of any action the Company or your employer (the "Employer") takes with respect to any and all income tax, social taxes or insurance contributions, payroll tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), and as a condition to and in consideration of the grant, vesting, and settlement of the Restricted Stock Units, you acknowledge that the ultimate liability for all Tax-Related Items with respect to the Restricted Stock Units is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i)

make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including the grant, vesting or settlement of the Restricted Stock Units, or the subsequent sale of any Shares acquired at vesting or the receipt of any dividends with respect to such Shares, and (ii) do not commit to and are under no obligation to structure the terms or any aspect of the Restricted Stock Units to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you become subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant tax, withholding or required deduction event, as applicable, and in order to receive any Shares or other benefit in relation to the Restricted Stock Units, you agree to make arrangements satisfactory to the Company for the satisfaction of any applicable tax, withholding, required deduction and payment on account of any obligations of the Company and/or the Employer that arise in connection with the Restricted Stock Units. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any obligations related to Tax-Related Items by one or a combination of the following: (1) withholding from your wages or other cash compensation payable to you by the Company or the Employer; (2) withholding from proceeds of the sale of Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization); (3) withholding of Shares that would otherwise be issued upon settlement of the Restricted Stock Units; or (4) requiring you to satisfy the liability for Tax-Related Items by means of any other arrangement approved by the Company.

(c) If the obligation for Tax-Related Items is satisfied by withholding Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan. You agree to provide the Company and/or its stock plan broker/administrator with the information necessary to manage your Tax-Related Items withholding and acknowledge that should you fail to provide such information on a timely basis, the Company and/or its stock plan broker/administrator may be obligated to withhold amounts from you and it may be necessary for you to seek a refund directly from the tax authorities. Depending on the withholding method, the Company or Employer may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates.

(d) Finally, you will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan or your acquisition of Shares that cannot be satisfied by the means previously described. The Company shall not be required to issue or deliver Shares pursuant to this Agreement unless and until such obligations are satisfied.

7. **Tax and Legal Advice.** You represent, warrant and acknowledge that neither the Company nor your Employer have made any warranties or representations to you with respect to any Tax-Related Items, legal or financial consequences of the transactions contemplated by this Agreement, and you are in no manner relying on the Company, the Employer or the Company's or the Employer's representatives for an assessment of such consequences. YOU UNDERSTAND THAT THE LAWS GOVERNING THIS AWARD ARE SUBJECT TO CHANGE. YOU SHOULD CONSULT YOUR OWN PROFESSIONAL TAX, LEGAL AND FINANCIAL ADVISOR REGARDING ANY RESTRICTED STOCK UNITS. YOU UNDERSTAND THAT THE COMPANY AND THE EMPLOYER ARE NOT PROVIDING ANY TAX, LEGAL, OR FINANCIAL ADVICE, NOR IS THE COMPANY OR THE EMPLOYER MAKING ANY RECOMMENDATION REGARDING YOUR ACCEPTANCE OF THIS AWARD. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER OR OTHER PENALTIES.

8. **Non-Transferability of Restricted Stock Units.** Restricted Stock Units shall not be anticipated, assigned, attached, garnished, optioned, transferred or made subject to any creditor's process, whether voluntarily or involuntarily or by operation of law.

9. **Restriction on Transfer.** Regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Restricted Stock Units has been registered under the Securities Act or has been registered or qualified under the securities laws of any state, the Company may impose additional restrictions upon the sale, pledge, or other transfer of the Shares (including the placement of appropriate legends on stock certificates and the issuance of stop-transfer instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the provisions of the Securities Act, the securities laws of any state, or any other law, including all applicable foreign laws.

10. **Restrictive Legends and Stop-Transfer Instructions.** Stock certificates evidencing the Shares issued pursuant to the Restricted Stock Units may bear such restrictive legends and/or appropriate stop-transfer instructions may be issued to the Company's transfer agent as the Company and the Company's counsel deem necessary under applicable law or pursuant to this Agreement.

11. **Representations, Warranties, Covenants, and Acknowledgments.** You hereby agree that in the event the Company and the Company's counsel deem it necessary or advisable in the exercise of their discretion, the transfer or issuance of the Shares issued pursuant to the Restricted Stock Units may be conditioned upon you making certain representations, warranties, and acknowledgments relating to compliance with applicable laws.

12. **Voting, Dividend and Other Rights.** Subject to the terms of this Agreement and except as set forth below, you shall not have any voting rights or any other rights and privileges of a shareholder of the Company unless and until the Restricted Stock Units are settled in Shares. To the extent you have elected to defer settlement of the Restricted Stock Units, dividend equivalents shall only accrue after the vesting of the Restricted Stock Units and will be subject to the same conditions and restrictions as the Restricted Stock Units to which they attach as set forth in the Plan or this Agreement and will be settled in additional Shares upon the settlement of the Restricted Stock Units as set forth in Section 5 above.

13. **Authorization to Release and Transfer Necessary Personal Information.**

(a) *You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal information as described in this Agreement by and among, as applicable, the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

(b) *You understand that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and managing your participation in the Plan. You understand that the Data may be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of these Restricted Stock Units under the Plan or with whom Shares acquired pursuant to these Restricted Stock Units or cash from the sale of such Shares may be deposited.*

**Furthermore, you acknowledge and understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessary for your participation in the Plan.**

(c) **You understand that the Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting your local human resources representative in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Restricted Stock Units or other equity awards, or administer or maintain such awards. You further acknowledge that withdrawal of consent may affect your ability to vest in or realize benefits from these Restricted Stock Units and your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.**

(d) **The collection, use and transfer of Data for the purpose of implementing, administering and managing your participation in the Plan is conducted in accordance with the Company's Global HR Data Protection Policy.**

14. **No Entitlement or Claims for Compensation.** As a condition to, and in consideration of, the grant, vesting, and settlement of the Restricted Stock Units, and in receiving the Restricted Stock Units, Shares, or any benefit relating to the Restricted Stock Units, you acknowledge and agree that:

(a) Your rights, if any, in respect of or in connection with these Restricted Stock Units or any other Award are derived solely from the discretionary decision of the Company to permit you to participate in the Plan and to benefit from a discretionary Award. The Plan may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan and this Agreement.

(b) the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, even if Restricted Stock Units have been granted in the past. By accepting these Restricted Stock Units, you expressly acknowledge that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Restricted Stock Units to you or benefits in lieu of Restricted Stock Units. All decisions with respect to future grants of Restricted Stock Units, if any, will be at the sole discretion of the Committee.

(c) The Restricted Stock Units and the Shares subject to the Restricted Stock Units and the income and value of the same are not intended to replace any pension rights or compensation and are not to be considered compensation of a continuing or recurring nature, or part of your normal or expected compensation, and in no way represent any portion of your salary, compensation or other remuneration for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, leave-related payments, holiday pay, pension, retirement or welfare benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer or any Parent, Subsidiary or Affiliate. The value of the Restricted Stock Units is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, the Employer or any Parent, Subsidiary or Affiliate and which is outside the scope of your written employment or service agreement (if any).

(d) You acknowledge that you are voluntarily participating in the Plan.

(e) Neither the Plan nor these Restricted Stock Units or any other Award granted under the Plan shall be deemed to give you a right to remain an Employee, Consultant or director of the Company, a Parent, Subsidiary or an Affiliate. The Employer reserves the right to terminate your Service at any time, with or without cause, and for any reason.

(f) The grant of the Restricted Stock Units and your participation in the Plan will not be interpreted to form or amend an employment contract or service relationship with the Company, the Employer or any Parent, Subsidiary or Affiliate.

(g) The future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty and if you vest in the Restricted Stock Units and are issued Shares, the value of those Shares may increase or decrease. You also understand that none of the Company, the Employer or any Parent, Subsidiary or Affiliate is responsible for any foreign exchange fluctuation between the Employer's local currency and the United States Dollar that may affect the value of this Award.

(h) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of your Service by the Company or the Employer (for any reason whatsoever and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or providing Service, or the terms of your employment or service agreement, if any) and, in consideration of the grant of the Award to which you are not otherwise entitled, you irrevocably agree never to institute any claim against the Employer, the Company or its Parent, Subsidiaries or Affiliates, waive your ability, if any, to bring any such claim, and release the Company and its Parent, Subsidiaries and Affiliates from any such claim; if notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by accepting the Award, you shall be deemed irrevocably to have agreed to not pursue such claim and agree to execute any and all documents necessary to request the withdrawal of such claim.

(i) You agree that the Company may require Shares received pursuant to the Restricted Stock Units to be held by a broker designated by the Company.

(j) You agree that your rights hereunder (if any) shall be subject to set-off by the Company for any valid debts you owe the Company.

(k) Unless otherwise provided in the Plan or this Agreement, or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Agreement do not create any entitlement to have the Restricted Stock Units transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for in connection with any Corporate Transaction affecting the Common Stock.

15. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws principles thereof. For purposes of litigating any dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California or the federal courts for the United States for the Northern District of California and no other courts.

16. **Notices.** Any notice required or permitted under the terms of this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by confirmed email, telegram, or fax or forty-eight (48) hours after being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the Company at the Company's principal corporate offices or to you at the address maintained for you in the Company's records or, in either case, as subsequently modified by written notice to the other party.

17. **Binding Effect.** Subject to the limitations set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the executors, administrators, heirs, legal representatives, successors, and assigns of the parties hereto.

18. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if

possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **Waiver.** You agree that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other participant.

20. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to your current or future participation in the Plan by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

21. **Language.** If this Agreement or any other document related to the Plan is translated into a language other than English and the meaning of the translated version is different from the English version, the English version will take precedence.

22. **Exchange Control, Tax And/Or Foreign Asset/Account Reporting.** You acknowledge that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect your ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Plan) in a brokerage/bank account or legal entity outside your country. You may be required to report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the tax or other authorities in your country. You also may be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is your responsibility to be compliant with such regulations and you should consult your personal legal advisor for any details.

23. **Appendix.** Notwithstanding any provisions in this Agreement, the Restricted Stock Units shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for your country of residence. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

24. **Committee Policies.** The Restricted Stock Units shall be subject to any special terms and conditions set forth in any applicable policy (and any amendments thereto) that the Committee (or a designee of the Committee) has adopted or will adopt in the future, including, but not limited to, any policy related to the vesting or transfer of equity awards.

25. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on your participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. You agree to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, you acknowledge that the laws of the country in which you are working at the time of grant, vesting and settlement of the Restricted Stock Units or the sale of Shares received pursuant to this Agreement (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject you to additional procedural or regulatory requirements that you are and will be solely responsible for and must fulfill.

26. **Acceptance of Agreement.** You may accept this Award either by (a) clicking on the "**I agree**" button below at any time before the First Vest Date or (b) doing nothing and your Award will be automatically accepted on your behalf on the First Vest Date.

\* \* \* \*

By accepting your Award in accordance with Section 26 of this Agreement, you agree to be bound by the terms and conditions of this Agreement.

**PLEASE PRINT AND KEEP A COPY FOR YOUR RECORDS**

**APPENDIX  
ADDITIONAL TERMS AND CONDITIONS OF THE CISCO SYSTEMS, INC.  
STOCK UNIT AGREEMENT**

**AND**

**PERFORMANCE-BASED STOCK UNIT AGREEMENT**

### **Terms and Conditions**

This Appendix includes additional terms and conditions that govern the Restricted Stock Units and Performance-Based Stock Units (collectively, the "Stock Units") granted to you under the Plan if you work and/or reside in one of the countries listed below. If you are a citizen or resident of a country (or are considered as such for local law purposes) other than the one in which you are currently working or if you move to another country after receiving the grant of Stock Units, the Company will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to you.

Certain capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

### **Notifications**

This Appendix also includes information regarding securities, exchange controls, tax and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date by the time the Stock Units vest or you sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation and the Company is not in a position to assure you of a particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working (or if you are considered as such for local law purposes) or if you move to another country after receiving a grant of Stock Units, the information contained herein may not be applicable to you.

### **ALL COUNTRIES**

### **Notifications**

**Insider Trading Restrictions/Market Abuse Laws.** Depending on your country, or the designated broker's country or the country where the Shares are listed, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to accept, acquire, sell, attempt to sell or otherwise dispose of Shares or rights to Shares, or rights linked to the value of Shares during such times as you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you place before possessing inside information. Furthermore, you understand that you could be prohibited from (i) disclosing the inside information to any third party, which may include my fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You are responsible for ensuring compliance with any applicable restrictions and you should consult your personal legal advisor on this matter.

### **European Union / European Economic Area, Switzerland and the United Kingdom**

### **Terms and Conditions**

**Authorization to Release and Transfer Necessary Personal Information.** This provision supplements Section 13 of the Agreement:

You understand that the Company will transfer Data to Charles Schwab & Co., Inc. ("Schwab"), Morgan Stanley Smith Barney LLC ("Morgan Stanley") and/or such other third parties as may be selected by the Company, which are assisting the Company with the implementation, administration and management of the Plan. The Company may select a different service provider or additional service providers and share Data with such other provider(s) serving in a similar manner. You may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition of the ability to participate in the Plan.

Schwab and Morgan Stanley are based in the United States. If you are outside of the United States, you should note that your country has enacted data privacy laws that are different from the United States. When transferring Data to Schwab and Morgan Stanley, the Company and its Parent, Subsidiaries and Affiliates provide appropriate safeguards in accordance with the Company's Global HR Data Protection Policy. By participating in the Plan, you agree to the transfer of your Data to Schwab and/or Morgan Stanley for the exclusive purpose of administering your participation in the Plan.

You may choose to opt out of allowing the Company to share your Data with Schwab, Morgan Stanley and others as described above, although execution of such choice may affect your ability to participate in the Plan. For questions about this choice or to make this choice, you should refer to the Company's Global HR Data Protection Policy or contact [global\\_stock\\_plan\\_services@cisco.com](mailto:global_stock_plan_services@cisco.com) if there are additional questions.

### **THERE ARE NO COUNTRY-SPECIFIC PROVISIONS IN THE FOLLOWING JURISDICTIONS**

Armenia, Bosnia and Herzegovina, Costa Rica, Cyprus, Dominican Republic, Ecuador, El Salvador, Finland, Greece, Hungary, Iceland, Jamaica, Jordan, Latvia, Libya, Lithuania, Luxembourg, Macedonia, Netherlands, Nigeria, Norway, Puerto Rico, Qatar, Slovenia, Trinidad & Tobago.

## **ANGOLA**

### ***Notifications***

**Securities Law Information.** The offer of Stock Units is a private offer that is available only to employees of the Company, its Parent, Subsidiaries or Affiliates. The offer does not constitute a public offering of securities for purposes of Angolan securities law (Law No. 12/05, of 23 September 2005) and is not subject to prospectus or registration requirements under Angolan law.

**Exchange Control Information.** Angolan foreign exchange residents are required to obtain approval from the Banco Nacional de Angola prior to (i) acquiring securities of a foreign company (e.g., Shares), or (ii) opening or maintaining a foreign (i.e., non-Angolan) bank or brokerage account for purposes of holding such securities or any cash amounts realized under the Plan (e.g., sales proceeds, dividends, etc.).

You will be considered a foreign exchange resident in Angola if (i) you are resident in Angola and habitually reside in Angola, or (ii) you are an Angolan resident who has left Angola, but who has left (or will leave) Angola for a period of less than one year for purposes of training, education or other reasons. You should consult with your personal legal advisor to determine whether you will be considered an Angolan foreign exchange resident.

You are solely responsible for complying with applicable exchange control rules in Angola. Exchange control rules in Angola are complex and change frequently. Therefore, you should consult with your personal legal advisor prior to acquiring Shares or opening a U.S. brokerage account in order to ensure that you are in compliance with applicable rules.

## **ARGENTINA**

### ***Terms and Conditions***

**Taxes.** The following provision supplements Section 6 of the Agreement:

You understand and agree that the Company and/or your Employer may withhold the entire amount of Tax-Related Items due upon the vesting of any portion of the Stock Units, provided the amount withheld does not exceed any local withholding limitations on the total cash proceeds due to you at that time. The withholding of the Tax-Related Items will not be allocated over the months remaining in the tax year following vesting, but will occur in a single withholding event at each of the vesting dates of the Stock Units.

**Labor Law Acknowledgement.** This provision supplements Section 14 of the Agreement:

In accepting the grant of Stock Units, you acknowledge and agree that the grant of Stock Units is made by the Company in its sole discretion in light of services performed by you for the Employer and that the value of the Stock Units or any Shares acquired under the Plan shall not constitute salary or wages from the Company or your Employer for any purpose under Argentine labor law, including, but not limited to, the calculation of (i) any labor benefits including, but not limited to, vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, etc., or (ii) any termination or severance indemnities or similar payments.

If, notwithstanding the foregoing, any benefits under the Plan are considered for any purpose under Argentine labor law, you acknowledge and agree that such benefits shall not accrue more frequently than on each vesting date.

**Consent to receive information in English.** You confirm that you have read and understand the terms and conditions of the Plan and the Agreement, which were provided in the English language. You accept the terms of the documents accordingly and acknowledge that it is your express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

### ***Notifications***

**Securities Law Information.** Neither the Stock Units nor the underlying Shares are publicly offered or listed on any stock exchange in Argentina.

**Exchange Control Information.** Following the sale of Shares and/or the receipt of dividends, Argentine residents may be subject to certain restrictions in bringing such funds back into Argentina. Argentine residents are solely responsible for complying with the exchange control rules that may apply in connection with participation in the Plan and/or the transfer of proceeds from the sale of Shares acquired under the Plan into Argentina. Prior to selling any Shares or transferring cash proceeds into Argentina, Argentine residents should consult their local bank and/or exchange control advisor to confirm the requirements as interpretations of the applicable Argentine Central Bank regulations vary by bank and exchange control rules and regulations are subject to change without notice.

**Foreign Asset / Account Reporting.** Argentine residents must report any Shares acquired under the Plan and held on December 31st of each year on their annual tax return for that year. In addition, when residents acquire, sell, transfer or otherwise dispose of the Shares, they must register the transaction with the Federal Tax Administration.

## **AUSTRALIA**

### ***Terms and Conditions***

**Securities Law Disclosure.** This offer is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

Please note that if you offer Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on your disclosure obligations prior to making any such offer.

### ***Notifications***

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf.

**Tax Information.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to the conditions in the Act).

## **AUSTRIA**

### ***Notifications***

**Exchange Control Information.** If you hold securities (including Shares acquired under the Plan) or cash (including proceeds from the sale of shares) outside of Austria, you may be subject to reporting obligations to the Austrian National Bank. If the value of the Shares meets or exceeds a certain threshold, you must report the securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before January 31 of the following year using the form P2. Where the cash amounts held outside of Austria meets or exceeds a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If you sell your Shares, or receive any cash dividends, you may have exchange control obligations if you hold the cash proceeds outside of Austria. If the transaction volume of all your accounts abroad meets or exceeds a certain threshold, you must report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

#### **AZERBAIJAN**

##### ***Notifications***

**Securities Law Information.** The Agreement, the Plan and all other materials you may receive regarding your participation in the Plan do not constitute advertising or an offering of securities in Azerbaijan. The issuance of securities pursuant to the Plan has not been and will not be registered in Azerbaijan and therefore, the securities described in any Plan-related documents may not be used for sale or public circulation in Azerbaijan. The Shares issued upon vesting of the Stock Units will be deposited into a Company-designated brokerage account in the United States as soon as practical after the applicable vesting date and in no event will Shares issued upon vesting of the Stock Units be delivered to you in Azerbaijan. Any disposition or sale of such Shares must take place outside Azerbaijan, which will be the case if the Shares are sold on the Nasdaq Global Select Market.

#### **BAHRAIN**

##### ***Notifications***

**Securities Law Information.** The Agreement does not constitute advertising or an offering of securities in Bahrain, nor does it constitute an allotment of securities in Bahrain. Any Shares issued pursuant to the Stock Units under the Plan shall be deposited into a Company-designated brokerage account in the United States. In no event will Shares be issued or delivered in Bahrain. The issuance of Shares pursuant to the Stock Units described herein has not and will not be registered in Bahrain and hence, the Shares described herein may not be admitted or used for offering, placement or public circulation in Bahrain. Accordingly, you may not make any public advertising or announcements regarding the Stock Units or Shares in Bahrain, promote these Shares to legal entities or individuals in Bahrain, or sell Shares directly to other legal entities or individuals in Bahrain. You acknowledge and agree that Shares may only be sold outside of Bahrain and on a stock exchange on which the Company is traded (*i.e.*, the Nasdaq Global Select Market).

#### **BELARUS**

##### ***Terms and Conditions***

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

The Company reserves the right to force the immediate sale of the Shares to be issued upon vesting and settlement of the Stock Units. If applicable, you agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

##### ***Notifications***

**Exchange Control Information.** If you are a resident of Belarus, you may be subject to foreign humanitarian aid regulations which are subject to change. You should consult with your personal legal advisor regarding any exchange control or foreign humanitarian aid obligations that you may have prior to acquiring Company shares or receiving proceeds from the sale of Shares. You are responsible for ensuring compliance with all exchange control and foreign humanitarian aid laws in Belarus.

#### **BELGIUM**

##### ***Notifications***

**Foreign Asset / Account Reporting.** Belgian residents are required to report any security (*e.g.*, Shares acquired under the Plan) or bank account established outside of Belgium on their annual tax return. In a separate report, Belgian residents are also required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium. Belgian residents should consult with their personal tax advisors to determine their personal reporting obligations.

**Annual Securities Accounts Tax.** If the value of securities held in a Belgian or foreign securities account exceeds €1 million, a new "annual securities accounts tax" applies. Belgian residents should consult with their personal tax advisor regarding the new tax.

#### **BRAZIL**

##### ***Terms and Conditions***

**Compliance with Law.** By accepting the grant of Stock Units, you agree to comply with all applicable Brazilian laws and pay any and all applicable Tax-Related Items associated with the vesting of the Stock Units and the issuance and/or sale of Shares acquired under the Plan or the receipt of dividends.

**Labor Law Acknowledgment.** By accepting the grant of Stock Units, you understand, acknowledge and agree that, for all legal purposes (i) you are making an investment decision, (ii) the Shares will be issued to you only if the vesting conditions are met, and (iii) the value of the underlying

Shares is not fixed and may increase or decrease in value over the vesting period without compensation to you.

#### **Notifications**

**Foreign Asset / Account Reporting.** If you are a resident of, or domiciled in, Brazil, you will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$1,000,000. The assets and rights that must be reported include Shares acquired under the Plan and may include the Stock Units and related dividend equivalents.

**Tax on Financial Transaction (IOF).** Payments to foreign countries and repatriation of funds into Brazil (including proceeds from the sale of Shares or from cash dividends paid on such Shares) and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. Brazilian residents must comply with any applicable Tax on Financial Transactions arising from participation in the Plan. Brazilian residents should consult with their personal tax advisor for additional details.

### **BULGARIA**

#### **Notifications**

**Exchange Control Information.** You will be required to file statistical forms with the Bulgarian National Bank annually regarding your receivables in bank accounts abroad as well as securities held abroad (e.g., Shares acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year-end. The reports are due by March 31. You should contact your bank in Bulgaria for additional information regarding these requirements.

### **CANADA**

#### **Terms and Conditions**

**Form of Settlement.** Stock Units granted to employees resident in Canada shall be paid in Shares only. In no event shall any of such Stock Units, including any dividend equivalents related to such Stock Units, be paid in cash, notwithstanding any discretion contained in the Plan to the contrary.

**Acceptance of Agreement.** Section 26(b) of the Stock Unit Agreement, insofar as it allows acceptance of the Stock Unit grant by 'doing nothing', does not apply to employees employed in Canada.

**Termination.** The following is intended to supersede and replace any provisions in the Cisco Systems, Inc.'s Stock Unit Agreement regarding the subject of termination of service/employment:

Cisco considers Stock Units to be an exceptional form of remuneration and grants Stock Units with the intention that they are not to form any part of an employee's severance/termination entitlements, or that they should form any part of a claim for wrongful or constructive dismissal damages.

Since the grants of Stock Units are intended to reward employees for actual contributions to the performance of Cisco and/or to foster retention of employees who will continue to make significant contributions to Cisco in the future as those Stock Units vest, you agree that the vesting of any Stock Units under the grant shall cease on the date that is the later of your last active day of employment or the date until which applicable employment standards legislation requires vesting to continue, and in either case without regard to any "common law" reasonable notice period, even if:

- a) your employment is being terminated without just cause (or you feel you have been constructively dismissed),
- b) Cisco has elected to provide you with pay in lieu of working notice, or,
- c) you were notified of the termination of your employment near a vesting date.

By accepting the Stock Unit grant, you waive, to the greatest extent permissible by law, the right to claim "common law" wrongful/constructive dismissal damages in relation to any Stock Units that might have been granted to you or in relation to any forfeited Stock Units that might have vested during any "common law" reasonable notice period to which you might claim to be entitled or to which a court/tribunal rules you were entitled.

You agree that all of the above is fair and reasonable, and you acknowledge that Cisco would not have granted the Stock Units to you if you had not accepted these terms and conditions.

The following provisions will apply if you are a resident of Quebec:

**Authorization to Release and Transfer Necessary Personal Information.** This provision supplements Section 13 of the Agreement:

You hereby authorize the Company (including any Parent, Subsidiary or Affiliate) and the Company's representatives, including the broker(s) designated by the Company, to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You further authorize the Company, any Parent, Subsidiary, Affiliate or designated broker and the administrator of the Plan to disclose and discuss the Plan with their advisors. You acknowledge and agree that your personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. You further authorize the Company and any Parent, Subsidiary or Affiliate to record such information and to keep such information in your employee file. You also acknowledge and authorize the Company and any Parent, Subsidiary or Affiliate and other parties involved in the administration of the Plan, to use technology for profiling purposes and to make automated decisions that may have an impact on you or the administration of the Plan.

#### **Notifications**

**Securities Law Information.** You are permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed (i.e., the Nasdaq Global Select Market).

**Foreign Asset / Account Reporting.** Any foreign specified property (including Shares and Stock Units acquired under the Plan) must be reported to the Canada Revenue Agency on form T1135 (Foreign Income Verification Statement) if the total cost of your foreign specified property exceeds C\$100,000 at any time in the year. The Stock Units must be reported – generally at a nil cost - if the C\$100,000 cost threshold is exceeded because of other foreign specified property held. If Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would normally equal the fair market value of the Shares at time of vesting, but if you own other Shares, this ACB may have to be averaged with the ACB of the other shares. The form must be filed by April 30 of the following year. You should consult with your personal tax advisor to determine your



reporting requirements.

## **CHILE**

### **Notifications**

**Securities Law Information.** This offer conforms to general ruling N°336 of the Chilean Commission for the Financial Market ("CMF"). The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the CMF, and therefore such securities are not subject to its oversight. The issuer is not obligated to provide public information in Chile regarding the foreign securities, since such securities are not registered with the CMF. The securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile, unless they fulfill the requirements set forth in general ruling N°336 of the CMF.

*Esta oferta se acoge a la norma de carácter general N°336 de la Comisión para el Mercado Financiero de Chile. La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Comisión para el Mercado Financiero de Chile, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores. Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente, a menos que se cumplan las condiciones establecidas en la norma de carácter general N°336 de la Comisión para el Mercado Financiero de Chile.*

**Exchange Control and Tax Information.** You are not required to repatriate proceeds obtained from the sale of Shares or from dividends to Chile. However, if you decide to repatriate proceeds from the sale of Shares and/or dividends and the amount to be repatriated exceeds US\$10,000, you acknowledge that you must effect such repatriation through the Formal Exchange Market (*i.e.*, a commercial bank or registered foreign exchange office).

**Foreign Asset / Account Reporting.** The Chilean Internal Revenue Service (the "CIRS") requires all taxpayers to provide information annually regarding (i) the results of investments held abroad and (ii) any taxes paid abroad which taxpayers will use as a credit against Chilean income tax. The sworn statements disclosing this information (or Formularios) must be submitted electronically through the CIRS website, [www.sii.cl](http://www.sii.cl), using Form 1929, which is due on July 1 each year.

## **CHINA**

### **Terms and Conditions**

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

Due to local regulatory requirements, you agree that the Company may force the sale of the Shares to be issued upon vesting. The sale may occur (i) immediately upon vesting, (ii) three months following termination of employment, or (iii) or within any other time frame as the Company determines to be necessary or advisable for legal or administrative reasons. You acknowledge and understand that you must maintain Shares acquired under the Plan in an account maintained by the Company's designated broker. If the Company changes its broker, you acknowledge and agree that the Company may transfer any Shares issued under the Plan to the new designated broker if necessary for legal or administrative reasons. You agree to sign any documentation necessary to facilitate such transfer.

You further agree that the Company is authorized to instruct its designated broker to assist with the sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

You understand that your Employer and/or any Parent, Subsidiary or Affiliate to which you provide Service must be registered with the State Administration of Foreign Exchange ("SAFE") prior to settlement of the Stock Units. If the Company is unable to obtain registration approval for your Employer and/or any Parent, Subsidiary or Affiliate to which you provide Service prior to the vesting of such Stock Units, the settlement of the Stock Units may be delayed.

**Exchange Control Requirements.** You understand and agree that, pursuant to local exchange control requirements, you will be required to immediately repatriate the proceeds received in connection with the Plan to China prior to using those proceeds for any purpose including dividend reinvestment. You further understand that, under local law, such repatriation of the proceeds will be effectuated through a special exchange control account established by the Company or a Chinese Parent, Subsidiary or Affiliate, and you hereby consent and agree that any proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to you. The proceeds may be paid in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, you understand that you are required to set up a U.S. dollar bank account in China and must provide the Company with relevant account details as may be requested so that the proceeds received in connection with the Plan may be delivered into this account. You understand that if you fail to set up such account or fail to provide the requested details to the Company, you might not be able to receive sale proceeds or delivery of proceeds may be delayed. If the proceeds from the sale of your Shares are converted to local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate, and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions in China. You agree to bear any currency fluctuation risk between the date the Stock Units vest and the Shares are sold and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities, and (ii) net proceeds are converted to local currency and distributed to you. You acknowledge that the Company and any Parent, Subsidiary or Affiliate cannot be held liable for any delay in delivering the proceeds to you. You agree to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the Company's designated broker) to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds. Finally, you agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

**Foreign Asset/Account Reporting Information.** You may be required to report to SAFE all details of your foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-PRC residents.

## **COLOMBIA**

### **Terms and Conditions**

**Labor Law Acknowledgement.** This provision supplements the acknowledgement contained in Section 14 of the Agreement:

You acknowledge that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of your "salary" for any legal purpose. Therefore, the Stock Units and related benefits will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amounts which may be payable.

## Notifications

**Exchange Control Information.** Colombian residents must register Shares acquired under the Plan, regardless of value, with the Central Bank of Colombia (*Banco de la República*) as foreign investments held abroad. In addition, the liquidation of such investments must be transferred through the Colombian foreign exchange market (e.g., local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*). You are responsible for complying with applicable exchange control requirements in Colombia.

**Foreign Asset / Account Reporting.** You must file an annual informative return with the Colombian Tax Office detailing any assets held abroad. If the individual value of any of these assets exceeds a certain threshold, you must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

**Securities Law Information.** The Shares are not and will not be registered with the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*). Therefore, the Shares may not be offered to the public in Colombia. Nothing in the Agreement should be construed as making a public offer of securities in Colombia. An offer of Shares to employees will not be considered a public offer provided that it meets the conditions set forth in Article 6.1.1.1.1 in Decree 2555, 2010.

## CROATIA

### Notifications

**Exchange Control Information.** Croatian residents may be required to report any foreign investments (including Shares acquired under the Plan) to the Croatian National Bank for statistical purposes and obtain prior approval from the Croatian National Bank for bank accounts opened abroad. However, because exchange control regulations may change without notice, you should consult your legal advisor to ensure compliance with current regulations. It is your responsibility to comply with Croatian exchange control laws.

## CZECH REPUBLIC

### Notifications

**Exchange Control Information.** The Czech National Bank ("CNB") may require you to fulfill certain notification duties in relation to the Stock Units and the opening and maintenance of a foreign account (e.g., may be required to report foreign direct investment, financial credits from abroad, investment in foreign securities and associated collections and payments). However, because exchange control regulations may change without notice, you should consult your personal legal advisor prior to the vesting of the Stock Units and sale of Shares to ensure compliance with current regulations. It is your responsibility to comply with applicable Czech exchange control laws.

## DENMARK

### Terms and Conditions

**Sub-Plan.** The grant is made pursuant to the 2020 Supplement to the Cisco Systems, Inc. 2005 Stock Incentive Plan Danish Section (the "Denmark Sub-Plan"), and is subject to the terms and conditions as stated in the Denmark Sub-Plan, the Plan and the Agreement, including this Appendix. You agree to be bound by the terms of the Denmark Sub-Plan.

**Stock Option Act.** You acknowledge that you have received an Employer Statement in Danish which sets forth additional terms of the Stock Units, to the extent that the Danish Stock Option Act applies to the Stock Units.

### Notifications

**Exchange Control Information.** If you establish accounts holding Shares or cash outside of Denmark, you must report the accounts to the Danish Tax Administration. The form which should be used to report these accounts can be obtained from a local bank.

## EGYPT

### Notifications

**Exchange Control Information.** If you transfer funds into Egypt in connection with the Stock Units, you may be required to transfer the funds through a registered bank in Egypt.

## ESTONIA

### Terms and Conditions

#### Language Consent.

By accepting the grant, you confirm having read and understood the documents related to the grant which were provided in the English language, and that you do not need the translation thereof into the Estonian language. You accept the terms of the documents accordingly.

Võttes vastu de pakkumise, kinnitab Osaleja, et ta on ingliskeelsena esitatud pakkumisega seotud dokumendid läbi lugenud ja nendest aru saanud ning et ta ei vaja nende tõlkimist eesti keelde. Sellest tulenevalt Osaleja nõustub viidatud dokumentide tingimustega.

## ETHIOPIA

### Notifications

**Exchange Control Information.** You acknowledge that you are required to (i) repatriate any funds you receive as a result of your participation in the Plan, including cash dividends paid on the Shares or proceeds from the sale of Shares, to Ethiopia upon receipt of such funds, (ii) convert such funds into local currency with the National Bank of Ethiopia (the "National Bank") following such repatriation, (iii) make any required declaration with the National Bank with respect to the receipt of such funds, and (iv) comply with any other requirements that may be imposed by the National Bank.

You understand that you are responsible for complying with applicable exchange control regulations in Ethiopia. As the exchange control regulations in Ethiopia may change without notice, you should consult a legal advisor prior to the vesting of your Stock Units or the sale of Shares to ensure compliance with the regulations.

## FRANCE

### **Terms and Conditions**

**Consent to Receive Information in English.** By accepting the Stock Units, you confirm having read and understood the Plan and the Agreement, which were provided in the English language. You accept the terms of those documents accordingly.

*En acceptant cette attribution gratuite d'actions, vous confirmez avoir lu et comprenez le Plan et ce Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Vous acceptez les dispositions de ces documents en connaissance de cause.*

**Stock Units Not French-Qualified.** You understand and acknowledge that the Stock Units granted under the Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended.

### **Notifications**

**Foreign Asset / Account Reporting.** You may hold Shares acquired under the Plan outside of France, provided that you declare all foreign accounts, whether open, current or closed, on your annual income tax return. Failure to comply could trigger significant penalties.

## **GERMANY**

### **Notifications**

**Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that you are a German resident and make or receive a payment in excess of this amount, you must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available at the Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de)).

**Foreign Asset / Account Reporting.** If your acquisition of Shares leads to a so-called qualified participation at any point during the calendar year, you will need to report the acquisition when you file a tax return for the relevant year. A qualified participation occurs only if (i) you own 1% or more of the Company and the value of the Shares exceeds €150,000 or (ii) you hold Shares exceeding 10% of the Company's total common stock.

## **GUATEMALA**

### **Terms and Conditions**

**Consent to Receive Information in English.** By participating in the Plan, you acknowledge that you are proficient in reading and understanding English and fully understand the terms of the Plan and the Agreement, or, alternatively, that you will seek appropriate assistance to understand the terms and conditions of the Plan and the Agreement.

## **HONG KONG**

### **Terms and Conditions**

**Securities Law Information.** *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. The Stock Units and Shares issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its Parent, Subsidiary or Affiliates. The Agreement, including this Appendix, the Plan and other incidental communication materials (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, and (ii) are intended only for the personal use of each eligible employee of the Employer, the Company or any Parent, Subsidiary or Affiliate and may not be distributed to any other person. If you are in any doubt about any of the contents of the Agreement, including this Appendix, the Plan or any other incidental communication materials, you should obtain independent professional advice.*

**Form of Settlement.** Stock Units granted to employees resident in Hong Kong shall be paid in Shares only. In no event shall any of such Stock Units, including any dividend equivalents related to such Stock Units, be paid in cash, notwithstanding any discretion contained in the Plan to the contrary.

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

Shares received under the Plan are accepted as a personal investment. In the event your Stock Units vest and Shares are issued to you within six months of the Grant Date, you agree that you will not offer to the public or otherwise dispose of any Shares acquired prior to the six-month anniversary of the Grant Date.

## **INDIA**

### **Notifications**

**Exchange Control Information.** You understand that you must repatriate any cash dividends paid on Shares acquired under the Plan and any proceeds from the sale of such Shares to India within a certain period of time after receipt of the proceeds. You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency. You should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or your Employer requests proof of repatriation. It is your responsibility to comply with the applicable exchange control laws in India.

**Foreign Asset / Account Reporting.** You are required to declare the following items in your annual tax return: (i) any foreign assets held by you (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which you have signing authority. It is your responsibility to comply with applicable tax laws in India. You should consult with your personal tax advisor to ensure that you are properly reporting your foreign assets and bank accounts.

## **INDONESIA**

### **Terms and Conditions**

**Language Consent and Notification.** A translation of the documents relating to this grant into Bahasa Indonesia can be provided to you upon request to [global\\_stock\\_plan\\_services@cisco.com](mailto:global_stock_plan_services@cisco.com). By accepting the grant of RSUs, you (i) confirm having read and understood the documents relating to this grant (i.e., the Plan and the Agreement) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Language Consent and Notification.** *Terjemahan dari dokumen-dokumen terkait dengan pemberian ini ke Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada [global\\_stock\\_plan\\_services@cisco.com](mailto:global_stock_plan_services@cisco.com). Dengan menekan tombol "Saya menerima" atau dengan menandatangani dan mengembalikan dokumen ini yang memuat syarat dan ketentuan pemberian anda, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).*

#### **Notifications**

**Exchange Control Information.** If you remit proceeds from the sale of Shares or from cash dividends paid on such Shares into Indonesia, the Indonesian Bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, you must complete a "Transfer Report Form." The Transfer Report Form will be provided to you by the bank through which the transaction is made.

**Foreign Asset / Account Reporting.** Indonesian residents have the obligation to report worldwide assets (including foreign accounts and Shares) in their annual individual income tax return.

### **IRELAND**

#### **Notifications**

**Director Notification Obligation.** Directors, shadow directors and secretaries of the Company's Irish Parent or Subsidiary whose interest in the Company represents more than 1% of the Company's voting share capital are subject to certain notification requirements under the Irish Companies Act. Directors, shadow directors and secretaries must notify the Irish Parent or Subsidiary in writing of their interest in the Company (e.g., Stock Units, Shares, etc.) and the number and class of Shares or rights to which the interest relates within five days of the acquisition or disposal of Shares or within five days of becoming aware of the event giving rise to the notification. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

### **ISRAEL**

#### **Terms and Conditions**

**Trust Arrangement.** You understand and agree that the Stock Units are offered subject to and in accordance with the terms of the Plan and its Appendix for Israeli Participants. The Shares issued upon vesting of the Stock Units will be delivered and controlled by a trustee appointed by the Company or its Subsidiary or Affiliate in Israel (the "Trustee") for your benefit for at least such period of time as required by Section 102 or any shorter period determined under the Israeli Income Tax Ordinance [New Version] 1961 as now in effect or as hereafter amended (the "Ordinance") or by the Israeli Tax Authority (the "Lock-Up Period"). In the event that dividend equivalents, bonus Stock Units or dividends in the form of additional Shares are issued with respect to the Shares held with the Trustee, or as a result of an adjustment made pursuant to Section 11 of the Plan, such Stock Units or Shares shall be controlled by the Trustee for the benefit of you and the provisions of Section 102 of the Ordinance and the Income Tax (Tax Abatement on the Grant of Shares to Employees) Regulations 2003 shall apply to such Stock Units or Shares for all purposes. You shall be able, at any time, to request the sale of the Shares or the release of the Shares from the Trustee, subject to the terms of the Plan, the Agreement and any applicable law. Without derogating from the aforementioned, if the Shares are released by the Trustee during the Lock-Up Period, the sanctions under Section 102 of the Ordinance shall apply to and be borne by you. The Shares shall not be sold or released from the control of the Trustee unless the Company, the employing Affiliate and the Trustee are satisfied that the full amount of Tax-Related Items due have been paid or will be paid in relation thereto.

#### **Notifications**

**Securities Law Information.** An exemption from filing a prospectus in relation to the Plan has been granted to the Company by the Israeli Securities Authority. Copies of the Plan and the Form S-8 registration statement for the Plan filed with the U.S. Securities and Exchange Commission are available at your local human resources department.

### **ITALY**

#### **Terms and Conditions**

**Plan Document Acknowledgment.** In accepting the grant of Stock Units, you acknowledge that you have received a copy of the Plan and the Agreement and have reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Appendix. You further acknowledge that you have read and specifically and expressly approve the following paragraphs of the Agreement: Vesting of Stock Units, Settlement of Stock Units, Taxes, Tax and Legal Advice, and No Entitlement or Claims for Compensation and the European Union / European Economic Area Authorization to Release and Transfer Necessary Personal Information Section of this Appendix.

#### **Notifications**

**Foreign Asset / Account Reporting.** Italian residents who, at any time during the fiscal year, hold foreign financial assets (e.g., cash, Shares, etc.) which may generate income taxable in Italy are required to report such investments or assets on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting duties apply to Italian residents who are beneficial owners of the foreign financial assets pursuant to Italian money laundering provisions, even if they do not directly hold the foreign asset abroad.

**Tax on Foreign Financial Assets.** The value of any Shares (and certain other foreign assets) you hold outside of Italy will be subject to a foreign financial assets tax. Financial assets include Shares acquired under the Plan. The taxable amount will be the fair market value of the financial assets assessed at the end of each calendar year.

## JAPAN

### Notifications

**Foreign Asset / Account Reporting.** If you hold assets outside of Japan (e.g., Shares acquired under the Plan) with a value exceeding ¥50,000,000 (as of December 31 each year), you are required to comply with annual tax reporting obligations with respect to such assets. You should consult with your personal tax advisor to ensure that you are properly complying with applicable reporting requirements in Japan.

## KAZAKHSTAN

### Notifications

**Securities Law Information.** This offer is addressed only to certain eligible employees in the form of Shares to be issued by the Company. The Plan and the Agreement have not been approved, nor do they need to be approved, by the National Bank of Kazakhstan. The offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

**Exchange Control Information.** If you are a resident of Kazakhstan, you are required to notify the National Bank of Kazakhstan when you acquire Shares under the Plan if the value of such Shares exceeds US\$100,000. You understand that you are responsible for complying with applicable exchange control regulations in Kazakhstan. As the exchange control regulations in Kazakhstan may change without notice, you should consult a legal advisor prior to the vesting of your Stock Units to ensure compliance with the regulations.

## KENYA

### Notifications

**Tax Registration Notification.** Under Tax Procedure Act, 2015, you are required to complete and submit a tax registration application to the Commissioner of Income Tax with 30 days of first vesting of the Stock Units. The registration should be completed through the online portal "I TAX" and is a one-time only registration. You are solely responsible for ensuring compliance with all registration requirements in Kenya.

## KOREA

### Notifications

**Foreign Asset / Account Reporting.** Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts holding Shares, etc.) in countries that have not entered into an "inter-governmental agreement for automatic exchange of tax information" with Korea to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency). You should consult your personal tax advisor regarding reporting requirements in Korea, including whether or not there is an applicable inter-governmental agreement between Korea and any other country where you may hold Shares or cash acquired in connection with the Plan.

## KUWAIT

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Kuwait pursuant to Law No. 7 of 2010 (establishing the Capital Markets Authority) and it's implementing regulations. Offerings under the Plan are being made only to eligible employees of the Employer, the Company, or any Parent, Subsidiary or Affiliate.

## LEBANON

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Stock Units granted under the Plan are being made only to eligible employees of the Employer, the Company, or any Parent, Subsidiary or Affiliate.

## MALAYSIA

**Data Privacy Acknowledgement.** This provision replaces in its entirety Section 13 of the Agreement:

<p>You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal information as described in the Agreement by and among, as applicable, the Employer, and the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.</p> <p>You understand that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (or any other social or national identification number), salary, nationality, job title, residency status, any Shares or directorships held in the Company, details of all Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and managing your participation in the Plan. The Data is supplied by the Employer and also by me through information collected in connection with the Agreement and the Plan.</p> <p>You understand that the Data may be transferred to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative at phone no. +603-2081 1800, fax no. +60320811900 or open a case with HR Support at <a href="http://ee-support.cisco.com">http://ee-support.cisco.com</a>.</p> <p>You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data to a broker or other third party assisting with the administration of these Stock Units under the Plan or with whom Shares acquired pursuant to these Stock Units or cash from the sale of such Shares may be deposited. Furthermore, you acknowledge and understand that the transfer of the Data to the Company or any of its Parent, Subsidiaries or Affiliates, or to any third parties is necessary for your participation in the Plan.</p> <p>You understand that the Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein by contacting your local human resources representative in writing. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant you Stock Units or other equity awards, or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to vest in or realize benefits from these Stock Units and your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.</p>	<p>Saya dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi saya seperti yang ditanamkan dalam Perjanjian oleh dan di antara, seperti mana yang terpakai, Majikan, Syarikat dan Syarikat Gabungan Korporat dan syarikat gabungannya untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan saya dalam Pelan.</p> <p>Saya memahami bahawa Syarikat dan Majikan mungkin memegang maklumat peribadi tertentu tentang saya, termasuk, tetapi tidak terhad kepada, nama saya, alamat rumah dan nombor telefon, tarikh lahir, nombor insurans sosial atau nombor pengenalan lain, gaji, kewarganegaraan, jawatan, status kependudukan, apa-apa syer dalam Saham Biasa atau jawatan pengarah yang dipegang dalam Syarikat, bilangan syer dalam Saham Biasa yang dibaili di bawah Pelan, butiri-butiri semua hak pembelian atau apa-apa hak lain atas syer dalam Saham Biasa yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah saya ("Data"), untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut. Data tersebut dibekalkan oleh Majikan dan juga oleh saya melalui maklumat yang dikumpul berkenaan dengan Perjanjian dan Pelan.</p> <p>Saya memahami bahawa Data ini akan dipindahkan kepada mana-mana pihak ketiga yang membantu dengan pelaksanaan, pentadbiran dan pengurusan Pelan. Saya memahami bahawa penerima-penerima Data mungkin berada dalam negara saya atau mana-mana tempat lain, dan bahawa negara penerima (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang privasi data dan perlindungan yang berbeza daripada negara saya. Saya memahami bahawa saya boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan di no telefon. +603-2081 1800, no faks. +60320811900 atau membuka kes dengan Sumber Manusia di <a href="http://ee-support.cisco.com">http://ee-support.cisco.com</a>.</p> <p>Saya memberi kuasa kepada penerima-penerima tersebut untuk menerima, memiliki, menggunakan, mengekalkan dan memindahkan Data, dalam bentuk elektronik atau lain-lain, semata-mata dengan tujuan untuk melaksanakan, mentadbir dan menguruskan penyertaan saya dalam Pelan, termasuklah apa-apa pemindahan yang diperlukan untuk Data tersebut sebagaimana yang diperlukan oleh broker atau mana-mana pihak ketiga yang membantu untuk melaksanakan hak pembelian saya di bawah Pelan atau dengan sesapa syer Saham Biasa yang diperoleh di atas pelaksanaan hak pembelian ini atau wang tunai daripada penjualan saham tersebut boleh didepositkan. Saya memahami bahawa Data hanya akan disimpan untuk tempoh yang perlu bagi melaksanakan, mentadbir, dan menguruskan penyertaan saya dalam Pelan. Saya memahami bahawa saya boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemrosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes, tanpa kos, dengan menghubungi secara bertulis wakil sumber manusia tempatan. Selanjutnya, saya memahami bahawa saya memberikan persetujuan di sini secara sukarela. Jika saya tidak bersetuju, atau jika saya kemudian membatalkan persetujuan saya, status pekerjaan atau perkahwinan dan kerjaya saya dengan Majikan tidak akan terjejas; satu-satunya akibat buruk jika saya tidak bersetuju atau menarik balik persetujuan saya adalah bahawa Syarikat tidak akan dapat memberikan hak pembelian di bawah Pelan atau anugerah-anugerah ekuiti yang lain kepada saya atau mentadbir atau mengekalkan anugerah tersebut. Oleh itu, saya memahami bahawa keengganan atau penarikan balik persetujuan saya boleh menjejaskan keupayaan saya untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan saya untuk memberikan keizinan atau penarikan balik keizinan, saya memahami bahawa saya boleh menghubungi wakil sumber manusia tempatan.</p>
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## Notifications

**Director Notification Obligation.** If you are a director of the Company's Malaysian Subsidiary or Affiliate, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Subsidiary or Affiliate in writing when you receive or dispose of an interest (e.g., a grant of Stock Units under the Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

### MALTA

## Notifications

**Securities Law Information.** The Plan, the Agreement, including this Appendix, and all other materials you may receive regarding participation in the Plan do not constitute advertising of securities in Malta and are deemed accepted by you upon receipt of your electronic or written acceptance in the United States. The issuance of Shares under the Plan has not and will not be registered in Malta and, therefore, the Shares described in any Plan documents may not be offered or placed in public circulation in Malta.

In no event will Shares issued upon settlement of the Stock Units be delivered to you in Malta. All Shares issued upon settlement of the Stock Units will be maintained on your behalf in the United States.

### MAURITIUS

## Notifications

**Foreign Asset/Account Reporting.** If you are a Mauritian resident, you are required to declare all foreign income on your annual tax return. You should consult with your personal tax advisor to determine your personal reporting obligations.

### MEXICO

## Terms and Conditions

**No Entitlement or Claims for Compensation.** These provisions supplement Section 14 of the Agreement:

**Modification.** By accepting the grant of Stock Units, you understand and agree that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

**Policy Statement.** The grant of Stock Units the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 170 West Tasman Drive, San Jose, CA 95134-1706, U.S.A., is solely responsible for the administration of the Plan and participation in the Plan and the acquisition of Shares does not, in any way, establish an employment relationship between you and the Company since you are participating in the Plan on a wholly commercial basis and your sole employer is Cisco Systems de Mexico, S.A. de C.V. ("Employer"), nor does it establish any rights between you and the Employer.

**Plan Document Acknowledgment.** By accepting the grant of Stock Units, you acknowledge that you have received copies of the Plan, have reviewed the Plan and the Agreement in their entirety and fully understand and accept all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, you further acknowledge that you have read and specifically and expressly approved the terms and conditions in Section 14 of the Agreement ("No Entitlement or Claims for Compensation"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any Parent, Subsidiary or Affiliate is not responsible for any decrease in the value of the Shares underlying the Stock Units.

Finally, you hereby declare that you do not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of your participation in the Plan and therefore grant a full and broad release to the Employer, the Company and any Parent, Subsidiary or Affiliate with respect to any claim that may arise under the Plan.

## Spanish Translation

**La renuncia de Derecho o Reclamo por Compensación.** Estas disposiciones complementan el apartado 14 del Acuerdo:

**Modificación.** Al aceptar las Unidades de Acción Restringida, usted reconoce y acuerda que cualquier modificación del Plan o del Acuerdo o su terminación no constituye un cambio o desmejora de los términos y condiciones de empleo.

**Declaración de Política.** El Otorgamiento de Unidades de Acción Restringida de la Compañía en virtud del Plan es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna.

La Compañía, con oficinas registradas ubicadas en 170 West Tasman Drive, San Jose, CA 95134, EE.UU., es la única responsable de la administración del Plan y de la participación en el mismo y la adquisición de Acciones no establece de forma alguna una relación de trabajo entre usted y la Compañía, ya que su participación en el Plan es completamente comercial y su único empleador es Cisco Systems de Mexico, S.A. de C.V. ("Empleador"), así como tampoco establece ningún derecho entre usted y el Empleador.

**Reconocimiento del Documento del Plan.** Al aceptar el Otorgamiento de las Unidades de Acción Restringida, usted reconoce que ha recibido copias del Plan, ha revisado el mismo, al igual que la totalidad del Acuerdo y, que ha entendido y aceptado completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 14 del Acuerdo ("La Renuncia de Derecho o Reclamo por Compensación") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía

*de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía, ni su Sociedad controlante ni Subsidiaria ni Filial son responsables por cualquier disminución en el valor de las Acciones en relación a las Unidades de Acción Restringida.*

*Finalmente, declara que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al Empleador, así como a la Compañía, a su Sociedad controlante, Subsidiaria o Filial con respecto a cualquier demanda que pudiera originarse en virtud del Plan.*

#### **Notifications**

**Securities Law Information.** The Stock Units and the Shares offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Stock Units may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing relationship with the Company and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of the Mexican subsidiary of the Company made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

#### **MOROCCO**

#### **Notifications**

**Exchange Control Information.** The Company reserves the right to force the immediate sale of the Shares to be issued upon vesting and settlement of the Stock Units. If applicable, you agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

You are required immediately to repatriate to Morocco the proceeds from the sale of any Shares which may be issued to you at vesting and settlement of the Stock Units. Such repatriation of proceeds may need to be effectuated through a special account established by the Company, its Parent, Subsidiary or Affiliate, including the Employer. By accepting the grant of Stock Units, you consent and agree that the cash proceeds may be transferred to such special account prior to being delivered to you. You agree to maintain records proving repatriation of any funds received in connection with Stock Units and to provide copies of these records upon request from the Company, your Employer or the *Office des Changes*. You are responsible for ensuring compliance with all exchange control laws in Morocco.

#### **NEW ZEALAND**

#### **Notifications**

**Securities Law Information.** Warning: This is an offer of rights to receive Shares upon vesting of the Stock Units subject to the terms of the Plan and the Agreement. Stock Units give you a stake in the ownership of the Company. You may receive a return if dividends are paid on the Shares.

If the Company runs into financial difficulties and is wound up, you will be paid only after all creditors and holders of preferred shares have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.

The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

You should ask questions, read all documents carefully, and seek independent financial advice before committing to participate in the Plan.

In addition, you are hereby notified that the documents listed below are available for review on the Cisco intranet site at the web addresses listed below:

1. Cisco Systems, Inc.'s most recent Annual Report (Form 10-K) -<https://investor.cisco.com/financial-information/financial-results/default.aspx>
2. Cisco Systems, Inc.'s most recent published financial statements - <https://investor.cisco.com/financial-information/financial-results/default.aspx>
3. The Plan and the Agreement - [https://cisco.service-now.com/helpzone?id=kb\\_article&sysparm\\_article=KB0049051](https://cisco.service-now.com/helpzone?id=kb_article&sysparm_article=KB0049051) You acknowledge that you may have a copy of the above documents sent to you, without fee, on written request being mailed to Investor Relations at Cisco Systems, Inc., 170 West Tasman Drive, San Jose, California 95134-1706, U.S.A. The telephone number at the executive offices is 408-526-4000.

As noted above, you should carefully read the materials provided before making a decision whether to participate in the Plan. You are also encouraged to contact your personal tax advisor for specific information concerning your personal tax situation with regard to Plan participation.

#### **OMAN**

#### **Notifications**

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Oman and consequently has not been registered or approved by the Central Bank of Oman, the Omani Ministry of Commerce and Industry, the Omani Capital Market Authority or any other authority in the Sultanate of Oman. Offerings under the Plan are being made only to eligible employees of the Employer, the Company, or any Parent, Subsidiary or Affiliate.

#### **PAKISTAN**

#### **Terms and Conditions**

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

Due to local regulatory requirements, upon the vesting of the Stock Units, you agree to the immediate sale of the Shares to be issued to you upon vesting and settlement of the Stock Units. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares



at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

#### **Notifications**

**Exchange Control Information.** You are required to immediately repatriate to Pakistan the proceeds from the sale of Shares as described above. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the "SBP") by filing a "Proceeds Realization Certificate" issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. Please consult your personal advisor prior to vesting and settlement of the Stock Units and sale of Shares to ensure compliance with the applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. You are responsible for ensuring compliance with all exchange control laws in Pakistan.

#### **PANAMA**

#### **Notifications**

**Securities Law Information.** The Stock Units and any Shares which may be issued to you upon vesting and settlement of the Stock Units do not constitute a public offering of securities, as they are available only to eligible employees of the Company and its Parent, Subsidiaries and Affiliates.

#### **PERU**

#### **Notifications**

**Securities Law Information.** The offer of Stock Units under the Plan is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, please refer to the Plan, the Agreement, and any other grant documents made available to you by the Company. For more information regarding the Company, please refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [www.sec.gov](http://www.sec.gov), as well as on the Company's website at <https://investor.cisco.com/financial-information/financial-results/default.aspx>.

**Labor Law Acknowledgement.** By accepting the offer of Stock Units, you acknowledge that the Stock Units are being granted *ex gratia* to you.

#### **PHILIPPINES**

#### **Notifications**

**Securities Law Notice.** The offer under the Plan is being made pursuant to an exemption from registration under the Philippines Securities Regulation Code that has been approved by the Philippines Securities and Exchange Commission.

The risks of participating in the Plan include (without limitation), the risk of fluctuation in the price of the Shares on the Nasdaq Global Select Market and the risk of currency fluctuations between the U.S. Dollar and your local currency. The value of any Shares you may acquire under the Plan may decrease below the value of the Shares at vesting (on which you are required to pay taxes) and fluctuations in foreign exchange rates between your local currency and the U.S. Dollar may affect the value any amounts due to you pursuant to the subsequent sale of any Shares acquired upon vesting. The Company is not making any representations, projections or assurances about the value of the Shares now or in the future.

For further information on risk factors impacting the Company's business that may affect the value of the Shares, you may refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on the Company's website at <https://investor.cisco.com/financial-information/financial-results/default.aspx>. In addition, you may receive, free of charge, a copy of the Company's Annual Report, Quarterly Reports or any other reports, proxy statements or communications distributed to the Company's stockholders by contacting Investor Relations at Cisco Systems, Inc., 170 West Tasman Drive, San Jose, California 95134-1706, U.S.A. The telephone number at the executive offices is 408-526-4000.

You acknowledge that you are permitted to sell Shares acquired under the Plan through the designated Plan broker appointed by the Company (or such other broker to whom you may transfer the Shares), provided that such sale takes place outside of the Philippines through the facilities of the Nasdaq Global Select Market on which the Shares are listed.

#### **POLAND**

#### **Notifications**

**Exchange Control Information.** Transfers of funds into and out of Poland in excess of €15,000 (or PLN 15,000 if such transfer of funds is connected with the business activity of an entrepreneur) must be made via a bank account held at a bank in Poland. Additionally, Polish residents are required to store all documents connected with any foreign exchange transactions that Polish residents are engaged in for a period of five years, as measured from the end of the year in which such transaction occurred.

**Foreign Asset/Account Reporting.** If you maintain bank or brokerage accounts holding cash and foreign securities (including Shares) outside of Poland, you will be required to report information to the National Bank of Poland on transactions and balances in such accounts if the value of such cash and securities exceeds certain thresholds. If required, such reports must be filed on special forms available on the website of the National Bank of Poland. You should consult with your personal legal advisor to determine whether you will be required to submit reports to the National Bank of Poland.

#### **PORTUGAL**

#### **Terms and Conditions**

**Consent to Receive Information in English.** You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accepted and agreed with the terms and conditions established in the Plan and Agreement.

**Conhecimento da Língua.** *Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo.*

#### **Notifications**

**Exchange Control Information.** If you receive Shares upon vesting and settlement of the Stock Units, the acquisition of the Shares should be reported to the Banco de Portugal for statistical purposes. If the Shares are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on your behalf. If the Shares are not deposited with a commercial bank or financial



intermediary in Portugal, you are responsible for submitting the report to the Banco de Portugal.

## **ROMANIA**

### ***Notifications***

**Exchange Control Information.** You are generally not required to seek authorization from the National Bank of Romania to participate in the Plan or to open and operate a foreign bank account to receive any proceeds under the Plan. However, if you acquire 10% or more of the registered capital of a non-resident company, you must file a report with the National Bank of Romania ("NBR") within 30 days from the date such ownership is reached. This is a statutory requirement, but it does not trigger the payment of fees to NBR.

You may be required to provide the Romanian bank to which you transfer any proceeds under the Plan with appropriate documentation regarding the source of income.

## **RUSSIA**

### ***Terms and Conditions***

**Settlement of Stock Units.** Depending on applicable restrictions then in effect, the Company has the sole discretion to postpone the vesting and/or settlement of any Stock Units, to determine whether to settle any vested Stock Units in Shares or in cash, or to cancel such Stock Units for no consideration.

**U.S. Transaction and Sale Restrictions.** You understand that acceptance of the grant of the Stock Units results in a contract between you and the Company completed in the United States and that the Agreement is governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. Upon vesting of the Stock Units, any Shares to be issued to you shall be delivered to you through a brokerage account in the United States and in no event will such Shares be delivered to you in Russia. Finally, you acknowledge that you are not permitted to sell or otherwise transfer Shares directly to other individuals in Russia, nor are you permitted to bring any certificates representing the Shares into Russia (if such certificates are actually issued).

Depending on the development of local regulatory requirements, the Company reserves the right to force the immediate sale of the Shares to be issued upon vesting and settlement of the Stock Units. If applicable, you agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

**Data Privacy Acknowledgement.** You hereby acknowledge that you have read and understood the terms regarding collection, processing and transfer of Data contained in Section 13 of the Agreement and by participating in the Plan, you agree to such terms. In this regard, upon request of the Company or the Employer, you agree to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in your country, either now or in the future. You understand you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

### ***Notifications***

**Exchange Control Information.** All restrictions on the payment of funds by non-residents into a Russian resident's declared foreign brokerage account, including dividends and proceeds from the sale of shares have been abolished. Russian residents may now receive, hold and remit dividends and proceeds from the sale of shares (including Shares acquired under the Plan) into and out of a brokerage account without any requirement to first repatriate such funds to an authorized bank in Russia. You should be aware that the rules related to foreign bank accounts are different and that certain restrictions with respect to payments by non-residents into a Russian currency resident's foreign bank account may continue to apply where the foreign bank account is located in the U.S. You should contact your personal advisor to confirm the application of the exchange control restrictions prior to vesting in the Stock Units and selling Shares, as significant penalties may apply in the case of non-compliance with exchange control restrictions and because such exchange control restrictions are subject to change.

**Foreign Asset/Account Reporting.** Russian residents are required to report the opening, closing or change in account details of any foreign bank account to the Russian tax authorities within one month of the opening, closing or change of such account. Russian residents are also required to report to the Russian tax authorities on or before June 1 of the following year (i) the beginning and ending balances in a foreign bank account each year and (ii) transactions related to such foreign account during the year. Foreign brokerage accounts and foreign accounts with other financial institutions (financial market organizations) must also be reported. Certain specific exemptions from reporting requirements may apply. Non-compliance with the reporting obligations could impact your ability to vest, receive Shares pursuant to Stock Units, maintain the account outside of Russia and participate in the Plan. You should consult with your personal legal advisor to determine how these reporting requirements may apply to any account opened in connection with your participation in the Plan.

**Securities Law Information.** This Appendix, the Agreement, the Plan and all other materials that you may receive regarding your participation in the Plan do not constitute advertising or an offering of securities in Russia. Absent any requirement under local law, the issuance of securities pursuant to the Plan has not and will not be registered in Russia; hence, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

**Labor Law Information.** If you continue to hold Shares acquired at vesting of the Stock Units after an involuntary termination of your employment, you will not be eligible to receive unemployment benefits in Russia.

**Anti-Corruption Information.** Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (e.g., shares of foreign companies such as the Company). Accordingly, you should inform the Company if you are covered by these laws because you should not hold Shares acquired under the Plan.

## **SAUDI ARABIA**

### ***Notifications***

**Securities Law Information.** This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of

this document you should consult an authorized financial adviser.

## **SENEGAL**

### ***Notifications***

**Tax Registration Notice.** You may be required to submit a copy of the Agreement to the tax authorities within one month of the date the Stock Units are granted and to pay any applicable registration fee. It is your responsibility to submit the registration and pay the fee.

## **SERBIA**

### ***Terms and Conditions***

**Securities Law Information.** The grant of the Stock Units is not subject to the regulations concerning public offers and private placements under the Law on Capital Markets.

### ***Notifications***

**Exchange Control Information.** Pursuant to the Law on Foreign Exchange Transactions, you are permitted to acquire Shares under the Plan, but a report may need to be made of the acquisition of such Shares, the value of the Shares at vesting and, on a quarterly basis, any changes in the value of the Shares. An exemption from this reporting obligation may apply on the basis that the Shares are acquired for no consideration. As the exchange control regulations in Serbia may change without notice, you should consult with your personal advisor with respect to all applicable reporting obligations.

## **SINGAPORE**

### ***Terms and Conditions***

**Sale Restriction.** You agree that any Shares acquired pursuant to the Stock Units will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"), or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

### ***Notifications***

**Securities Law Information.** The grant of Stock Units is being made to you in reliance on the "Qualifying Person" exemption under section 273(1)(f) of the SFA under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying Shares being subsequently offered for sale to any other party. The Plan has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Director Notification Obligation.** If you are a director, associate director or shadow director of the Company's Singapore Subsidiary or Affiliate, you are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company's Singapore Subsidiary or Affiliate in writing when you receive an interest (e.g., a grant of Stock Units, the acquisition of Shares under the Plan, etc.) in the Company or any Parent, Subsidiary or Affiliate. In addition, you must notify the Company's Singapore Subsidiary or Affiliate when you sell Shares or shares of any Parent, Subsidiary or Affiliate (including when you sell Shares issued upon vesting and settlement of the Stock Units). These notifications must be made within two business days of (i) acquiring or disposing of any interest in the Company or any Parent, Subsidiary or Affiliate or (ii) any change in a previously-disclosed interest (e.g., upon vesting of the Stock Units or when Shares acquired under the Plan are subsequently sold). In addition, a notification of your interests in the Company or any Parent, Subsidiary or Affiliate must be made within two business days of becoming a director, associate director or shadow director.

## **SLOVAKIA**

### ***Notifications***

**Foreign Asset / Account Reporting.** Slovak Republic residents who carry on business activities as an independent entrepreneur (in Slovakian, podnikateľ), must report foreign assets (including any Shares) to the National Bank of Slovakia (provided that the value of the foreign assets exceeds an amount of €2,000,000). These reports must be submitted on a monthly basis by the 15th day of the respective calendar month, as well as on a quarterly basis by the 15th day of the calendar month following the respective calendar quarter, using notification form DEV (NBS) 1-12, which may be found at the National Bank of Slovakia's website at [www.nbs.sk](http://www.nbs.sk).

## **SOUTH AFRICA**

### ***Terms and Conditions***

**Taxes.** The following provision supplements Section 6 of the Agreement:

By accepting the grant of Stock Units, you agree that, immediately upon vesting and settlement of the Stock Units, you will notify the Employer of the amount of any gain realized. If you fail to advise the Employer of the gain realized upon vesting and settlement, you may be liable for a fine. You will be solely responsible for paying any difference between the actual tax liability and the amount withheld by the Employer.

### ***Notifications***

**Exchange Control Information.** Because no transfer of funds from South Africa is required in connection with the Stock Units, no filing or reporting requirements should apply when the Stock Units are granted or when Shares are issued upon vesting and settlement of the Stock Units. However, because the exchange control regulations are subject to change, you should consult your personal advisor prior to vesting and settlement of the Stock Units to ensure compliance with current regulations. You are responsible for ensuring compliance with all exchange control laws in South Africa.

**Securities Law Acknowledgement.** In compliance with South African Securities Law, you acknowledge that you have been notified that the documents listed below are available for your review on Cisco's public site or intranet site, as applicable, as listed below:

1. Cisco Systems, Inc.'s most recent Annual Report (Form 10-K): <https://investor.cisco.com/financial-information/financial-results/default.aspx>
2. Cisco Systems, Inc.'s most recent Plan prospectus: available on Cisco's intranet at [https://cisco.service-now.com/helpzone?id=kb\\_article&sysparm\\_article=KB0049051](https://cisco.service-now.com/helpzone?id=kb_article&sysparm_article=KB0049051) You acknowledge that you may have copies of the above documents sent to you, at no charge, on written request being mailed to Cisco Systems, Inc., 170 West Tasman Drive, San Jose, California 95134-1706, U.S.A. The telephone number at the executive offices is 408-526-4000.

## **SPAIN**

### ***Terms and Conditions***

**No Entitlement for Claims or Compensation.** The following provision supplements Section 14 of the Agreement:

By accepting the grant of Stock Units, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan document.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to make grants of Stock Units under the Plan to individuals who may be Consultants, Directors, Employees and Non-Employee Directors throughout the world. The decision is limited and entered into based upon the express assumption and condition that any Stock Units will not economically or otherwise bind the Company or any Parent, Subsidiary or Affiliate, including the Employer, on an ongoing basis, other than as expressly set forth in the Agreement. Consequently, you understand that the grant of Stock Units is made on the assumption and condition that the Stock Units shall not become part of any employment contract (whether with the Company or any Parent, Subsidiary or Affiliate, including the Employer) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever. Furthermore, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from the Stock Units, which is gratuitous and discretionary, since the future value of the Stock Units and the underlying Shares is unknown and unpredictable.

You understand and agree that, as a condition of the grant of the Stock Units, your termination of Service for any reason (including for the reasons listed below) will automatically result in the cancellation and loss of any Stock Units that may have been granted to you and that were not fully vested on the date of termination of your Service. In particular, you understand and agree that, unless otherwise expressly provided for by the Company at the Grant Date, the Stock Units will be cancelled without entitlement to the Shares or to any amount as indemnification if you terminate employment by reason of, including, but not limited to: resignation, death, disability, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

You also understand that this grant of Stock Units would not be made but for the assumptions and conditions set forth hereinabove; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or any of the conditions not be met for any reason, the grant, the Stock Units and any right to the underlying Shares shall be null and void.

### ***Notifications***

**Securities Law Information.** The Stock Units described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public", as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

**Foreign Assets Reporting.** You may be subject to certain tax reporting requirements with respect to assets or rights that you hold outside of Spain, including bank accounts, securities and real estate if the aggregate value for particular category of assets exceeds €50,000 as of December 31 each year. Shares acquired under the Plan or other equity programs offered by the Company constitute securities for purposes of this requirement, but unvested awards (e.g., Stock Units, etc.) are not considered assets or rights for purposes of this reporting requirement.

If applicable, you must report the assets on Form 720 by no later than March 31 following the end of the relevant year. After the rights and/or assets are initially reported, the reporting obligation will only apply if the value of previously-reported rights or assets increases by more than €20,000 as of each subsequent December 31. You should consult with your personal advisor to determine your obligations in this respect.

**Share Reporting Requirement.** You must declare the acquisition, ownership and disposition of Shares to the *Spanish Dirección General de Comercio e Inversiones* (the "DGCI") of the Ministry of Economy and Competitiveness on a Form D-6. Generally, the declaration must be made in January for Shares owned as of December 31 of the prior year and/or Shares acquired or disposed of during the prior year; however, if the value of the Shares acquired or the amount of the sale proceeds exceeds €1,502,530 (or you hold 10% or more of the share capital of the Company or other such amount that would entitle you to join the Board), the declaration must be filed within one month of the acquisition or disposition, as applicable. You should consult with your personal advisor to determine your obligations in this respect.

**Foreign Assets and Transaction Reporting.** You may be required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (e.g., Shares) and any transactions with non-Spanish residents (including any payments of cash or Shares made to you by the Company or a U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed €1,000,000. Once the €1,000,000 threshold has been surpassed in either respect, you will generally be required to report all of your foreign accounts, foreign instruments and transactions with non-Spanish residents, even if the relevant threshold has not been crossed for an individual item. You will generally only be required to report on an annual basis (by January 20 of each year); however, if the balances in your foreign accounts together with value of your foreign instruments or the volume of transactions with non-Spanish residents exceed €100,000,000, you acknowledge that more frequent reporting will be required.

## **SRI LANKA**

### ***Terms and Conditions***

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

Due to local regulatory requirements, upon the vesting of the Stock Units, you agree to the immediate sale of the Shares to be issued to you upon vesting and settlement of the Stock Units. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

### ***Notifications***

**Exchange Control Information.** If you plan to hold the sale proceeds in a foreign cash account, you will be required to obtain exchange control approval. You are responsible for ensuring compliance with all exchange control laws in Sri Lanka.

## **SWEDEN**

### **Terms and Conditions**

**Taxes.** The following provision supplements Section 6 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 6 of the Agreement, in accepting the Stock Units, you authorize the Company and/or the Employer to sell or withhold Shares otherwise deliverable to you upon vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

### **SWITZERLAND**

### **Terms and Conditions**

**Taxes.** The following provision supplements Section 6 of the Agreement:

By accepting the grant of Stock Units, you agree to be bound by any tax ruling obtained by the Company or its Subsidiary or Affiliate for the canton in which you reside with respect to the Stock Units and to sign any agreements, forms and/or consents that may be requested by the Company or the Employer in connection with such ruling(s). You may obtain a copy of any tax rulings that may be applicable to you by contacting the Employer. If you reside in a canton other than the one in which you are currently working, you should contact your personal tax advisor to determine the tax treatment that will be applicable to the Stock Units.

### **Notifications**

**Securities Law Information.** Neither this document nor any other materials relating to the Stock Units (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed or otherwise made available in Switzerland to any person other than an employee of the Company, or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (FINMA).

### **TAIWAN**

### **Terms and Conditions**

**Data Privacy Acknowledgement.** You hereby acknowledge that you have read and understood the terms regarding collection, processing and transfer of Data contained in Section 13 of the Agreement and by participating in the Plan, you agree to such terms. In this regard, upon request of the Company or the Employer, you agree to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in your country, either now or in the future. You understand you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

### **Notifications**

**Securities Law Information.** The offer of participation in the Plan is available only for employees of the Company and its Subsidiaries. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

**Exchange Control Information.** You may acquire and remit foreign currency (including proceeds from the sale of Shares or from cash dividends paid on such Shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, you must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, you may be required to provide additional supporting documentation to the satisfaction of the remitting bank. Please consult your personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

### **THAILAND**

### **Notifications**

**Exchange Control Information.** When you sell Shares issued to you at vesting or if you receive cash dividends paid on the Shares, you must repatriate all cash proceeds to Thailand immediately following the receipt of the cash proceeds if the amount of such proceeds received in a single transaction is US\$200,000 or more. You must then either convert such repatriated proceeds to Thai Baht or deposit the proceeds into a foreign currency account opened within any commercial bank in Thailand within 360 days of such repatriation. If the amount of such repatriated proceeds is US\$200,000 or more, you must specifically report the inward remittance to the Bank of Thailand on a foreign exchange transaction form.

Failure to comply with the above obligations may lead to penalties being assessed by the Bank of Thailand. Because exchange control regulations change frequently and without notice, you should consult with your legal advisor before selling any Shares (or receiving any other funds in connection with the Plan) to ensure compliance with current regulations. It is your responsibility to comply with exchange control laws in Thailand and neither the Company nor your Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

### **TUNISIA**

### **Terms and Conditions**

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

Due to local regulatory requirements, upon the vesting of the Stock Units, you agree to the immediate sale of the Shares to be issued to you upon vesting and settlement of the Stock Units. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

### **Notifications**

**Exchange Control Information.** All proceeds from the sale of Shares as described above must be repatriated to Tunisia. You should consult your personal advisor before taking action with respect to the remittance of proceeds into Tunisia. You are responsible for ensuring compliance with all exchange control laws in Tunisia.

## **TURKEY**

### ***Notifications***

**Securities Law Information.** The sale of Shares acquired under the Plan is not permitted within Turkey. The sale of Shares acquired under the Plan must occur outside of Turkey. The Shares are currently traded on the Nasdaq Global Select Market in the United States under the ticker symbol "CSCO" and Shares may be sold on this exchange.

## **UKRAINE**

### ***Terms and Conditions***

**Settlement of Stock Units.** Settlement of vested Stock Units shall be in Shares, provided, however, that the Company has discretion to settle the Stock Units in cash if it determines that cash settlement is necessary or advisable in light of changes in the regulatory requirements in Ukraine. In the event that the Stock Units are settled in cash, the amount of the cash payment upon vesting and settlement of the Stock Units shall be based on the fair market value (as determined by the Company) of the Shares subject to the vested Stock Units, less any applicable Tax-Related Items. The Company also reserves the right to force the immediate sale of any Shares to be issued upon vesting and settlement of the Stock Units. If applicable, you agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay you the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items.

### ***Notifications***

**Exchange Control Information.** You understand that you are responsible for complying with the applicable exchange control regulations in Ukraine. As the exchange control regulations in Ukraine may change without notice, you should consult a legal advisor prior to opening any account outside of Ukraine and in connection with the vesting of your Stock Units and the sale of any Shares acquired at vesting to ensure your compliance with the regulations.

## **UNITED ARAB EMIRATES**

### ***Notifications***

**Securities Law Information.** Participation in the Plan is being offered only to eligible employees and is in the nature of providing equity incentives to employees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such employees and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development has approved the Plan or the Agreement nor taken steps to verify the information set out therein, and has no responsibility for such documents.

## **UNITED KINGDOM**

### ***Terms and Conditions***

**Tax Acknowledgment.** Without limitation to Section 6 of the Agreement, you hereby agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or (if different) your Employer or by HMRC (or any other tax authority or any other relevant authority). You also hereby agree to indemnify and keep indemnified the Company and (if different) your Employer against any Tax-Related Items that they are required to pay or withhold on your behalf or have paid or will pay to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by you, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to you on which additional income tax and National Insurance contributions ("NICs") may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from you by any of the means referred to in Section 6 of the Agreement.

## **UNITED STATES**

### ***Notifications***

**Deferral of Stock Units.** If you are eligible to defer delivery of the Shares due at vesting of the Stock Units and you have entered into such a deferral election with respect to the Stock Units, you should be aware of the foreign tax consequences that may apply if you transfer outside the United States and become subject to tax on the Stock Units in another country, or if you are otherwise subject to taxation in a country other than the United States. In particular, if you are (or become) subject to taxation in a country other than the United States, your deferral election may not be effective to defer any applicable Tax-Related Items due upon vesting of the Stock Units in such country, in which case you would be required to pay and the Company and/or the Employer may be required to withhold such Tax-Related Items, regardless of the fact that you have deferred the delivery of your Shares. If this paragraph applies to you, you should consult with your personal tax advisor regarding the non-U.S. tax implications of your deferral election.

## **URUGUAY**

**Data Privacy Acknowledgement.** This provision supplements Section 13 of the Agreement:

You understand that your Data will be collected by your Employer and will be transferred to the Company at 170 West Tasman Drive, San Jose, California 95134-1706, U.S.A and/or any financial institutions or brokers involved in the management and administration of the Plan. You further understand that any of these entities may store your Data for purposes of administering your participation in the Plan.

## **UZBEKISTAN**

### ***Terms and Conditions***

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

Due to local regulatory requirements, upon the vesting of the Stock Units, you agree to the immediate sale of the Shares to be issued to you upon vesting and settlement of the Stock Units. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

**Notifications**

**Exchange Control Information.** All proceeds from the sale of Shares as described above must be repatriated directly to a U.S. dollar account at an Uzbek bank.

**VENEZUELA**

**Terms and Conditions**

**Settlement of Stock Units.** Settlement of vested Stock Units shall be made in Shares, provided, however, that the Company has the discretion to settle the Stock Units in cash if it determines that cash settlement is necessary or advisable in light of changes in regulatory requirements in Venezuela. In the event that the Stock Units are settled in cash, the amount of the cash payment upon vesting and settlement of the Stock Units shall be based on the fair market value (as determined by the Company) of the Shares subject to the vested Stock Units, less any applicable Tax-Related Items.

**Investment Representation.** As a condition of the grant of the Stock Units, you acknowledge and agree that any Shares you may acquire upon the settlement of the Stock Units are acquired as and intended to be an investment rather than for the resale of the Shares and conversion of Shares into foreign currency.

**Notifications**

**Securities Law Information.** The Stock Units granted under the Plan and the Shares issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations.

**Exchange Control Information.** Please consult your personal advisor prior to vesting and settlement of the Stock Units, including any repatriation of foreign currency to Venezuela, to ensure compliance with the applicable exchange control regulations in Venezuela, as such regulations are subject to frequent change. You are responsible for ensuring compliance with all exchange control laws in Venezuela.

**VIETNAM**

**Terms and Conditions**

**Settlement of Stock Units and Sale of Shares.** This provision supplements Section 5 of the Agreement.

Due to local regulatory requirements, upon the vesting of the Stock Units, the Company may require you to immediately sell any Shares to be issued to you at vesting. If required by the Company, you agree to the immediate sale of the Shares to be issued to you upon vesting and settlement of the Stock Units. You further agree that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize the Company's designated broker to complete the sale of such Shares. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of Shares, the Company agrees to pay you the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. You acknowledge that you are not aware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

You understand that your Employer and/or any Parent, Subsidiary or Affiliate to which you provide Service may be required to be registered with the State Bank of Vietnam ("SBV") prior to settlement of the Stock Units. If registration is required and the Company is unable to obtain registration approval for your Employer and/or any Parent, Subsidiary or Affiliate to which you provide Service prior to the vesting of such Stock Units, the settlement of the Stock Units may be delayed.

**Exchange Control Consent.** All cash proceeds from the sale of Shares as described above must be immediately repatriated to Vietnam. You understand that, under local law, such repatriation of the proceeds will be effectuated through a special exchange control account established by the Company or a Parent, Subsidiary or Affiliate, and you hereby consent and agree that any proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to you. You agree to bear any currency fluctuation risk between the date the Stock Units vest and the Shares are sold and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities, and (ii) net proceeds are converted to local currency and distributed to you. You acknowledge that the Company and any Parent, Subsidiary or Affiliate cannot be held liable for any delay in delivering the proceeds to you. You agree to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the Company's designated broker) to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds. Finally, you agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in Vietnam.