

EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Employee: _____, an employee of Cisco.

1. **Confidential Information.** Confidential information is: (Check one)

All information shared by the Company. "Confidential Information" shall mean (i) all information relating to the Company's products, business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of the Company and its affiliates that may be at any time furnished, communicated or delivered by the Company to the Employee, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of the Company's facilities; and (iv) all other non-public information provided by the Company whosoever. All Confidential Information shall remain the property of the Company.

Only information marked 'Confidential.' "Confidential Information," exchanged by the parties and entitled to protection hereunder, shall be identified or marked as such by an appropriate stamp or marking on each document exchanged designating the information as confidential or proprietary.

Specific information. The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which the Company considers confidential

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Date

Employee Signature

