



## MUTUAL SEPARATION RELEASE AGREEMENT 解约免责声明

This Agreement is entered between:  
本协议由以下双方于签订:

Yanzhao Yang with 341224198909120977 ('Employee')  
杨艳召, 341224198909120977 (“员工”);

AND  
与

Cisco Systems(China) Research and Development Co.,Ltd. Hefei Branch ('Company')  
思科系统(中国)研发有限公司合肥分公司 (“公司”)。

### RECITALS 鉴于

- A. The Employee has been employed by the Company ('Employment').  
员工已受雇于公司 (“雇佣关系”)。
- B. Without admitting liability, the Company and the Employee have agreed that the Employment will terminate by mutual agreement ('Termination') on the terms set out in this Agreement.  
在不承担任何责任的前提下, 公司和员工已经同意了根据本协议规定的条款, 经双方协商一致解除雇佣关系 (“解除雇佣”)。

### AGREEMENT 协议

#### 1. Definitions 定义

'Beneficiaries' means the Company, the Parent, the Related Companies, and the current and former directors, officers, employees, contractors, insurers and agents of each of the Company, the Parent, and the Related Companies, and includes the successors and assigns of each of them.

“**受益人**”系指公司、母公司、关联公司、以及公司、母公司及关联公司的现任或前任董事、管理人员、员工、承包商、承保人及代理人；并且包括各受益人的继承人和受让人。

**'Circumstances'** means any and all present and future, known and unknown, Claims arising out of, relating to or touching upon the matters recited, including but not limited to: the Employment; the terms and conditions of the Employment (whether written, oral or partially written or oral, and whether described in an offer letter, labor contract, proprietary information and inventions agreement or similar which is binding upon the Employee (**'PIIA'**) or otherwise); the Employee's entitlements under, participation in and the terms and conditions of any benefit or remuneration plan or scheme in connection with the Employment (including without limitation in relation to the granting, vesting, purchase and exercising of, and payments for, any stock, stock options, bonus unit rights, restricted stock units or other rights in relation to stock, and any entitlement the Employee has in relation to bonus, commission, incentive or similar arrangements); the Termination; the Termination Date (as defined below); and any employment with a Beneficiary which was prior to or simultaneous with the Employment and its termination.

“**情况**”系指现在和将来、已知的和未知的，因本协议规定事项所产生的、与本协议规定事项有关的或者涉及本协议规定事项的任何和所有索赔，包括但不限于：雇佣关系、雇佣关系的条款和条件（无论通过书面、口头或部分书面或口头而达成的，无论是通过聘用通知书、劳动合同、专有信息和发明协议或对员工有约束力的类似协议（“**专有信息和发明协议**”），或其他文件所载明的）、员工在任何福利或薪酬计划或方案项下所享有的、参与的且与雇佣有关的权益（包括但不限于向员工赋予、授予、或员工购买、行使和支付的任何股票、股票期权、奖金单位权益、限制股权单位或其他与股票相关的权利、以及与员工有关的任何奖金、佣金、激励奖金或类似的安排中享有的任何权益）、解除雇佣、**解除日（定义如下）**、以及在**雇佣关系**建立之前或同时与任何受益人建立任何**雇佣关系**，以及该等关系的解除。

**'Claims'** includes any actual or contingent action, application, arbitration, cause of action, complaint, cost, debt due, demand, determination, inquiry, judgment and verdict:

“**索赔**”包括任何以下实际存在的或尚待确定的诉讼、申请、仲裁、诉讼理由、投诉、费用、欠债、要求、决定、征询、判决和裁定：

- (a) at law;  
法律方面；
- (b) in equity;  
衡平法方面；

- (c) arising under any laws or regulations; or  
由任何法律或法规引起的；或者
- (d) arising under any instrument made or approved under any law,  
由根据法律做出或批准的任何文件引起的，

and whether arising in, or under the laws of, the People's Republic of China or any other country or jurisdiction.

并且，不论该索赔是根据中国法律还是根据其他国家或者司法管辖而引起的。

**'Company'** includes the successors and assigns of the Company.

“公司”包括公司的继承人和受让人。

**'Confidential Information'** means any and all (a) confidential knowledge, data or information related to a Group Member's business or its actual or anticipated research or development, including without limitation (i) trade secrets, inventions, ideas, processes, software programs and subroutines, computer source and object code, algorithms, technology, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, services, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, competitors, suppliers, and customers; (iii) information regarding the personal data, skills and/or remuneration and/or fees of a Group Member's employees, contractors, and any other service providers of a Group Member; (iv) the existence of any business discussions, negotiations, or agreements between a Group Member and any third party, and (v) any other confidential information of a Group Member; and (b) any confidential knowledge, data or information of a third party that a Group Member is under a duty to keep confidential.

“**保密信息**”系指任何或全部(a)与集团成员的业务或其实际的或预期进行的研究或开发有关的保密知识、数据或信息，包括但不限于：(i)商业秘密、发明、想法、流程、软件程序及其子程序、计算机源代码和目标代码、运算法则、技术、数据、公式、程序、其他享有作者权的作品、专有技术、改良方案、发现、开发、设计和技术；(ii)与产品、服务、研究和开发计划、营销和业务计划、预算、财务报表、合同、价格、竞争者、供应商和顾客相关的信息；(iii)与集团成员的员工、承包商、和任何其他集团成员服务供应商的个人数据、技能和/或薪金和/或费用相关的信息；(iv)集团成员和任何第三方之间的任何业务磋商、谈判或协议；和(v)集团成员的任何其他保密信息；以及(b)集团成员负有保密义务的第三方保密知识、数据或信息。

**'Employee'** includes the successors, assigns and estate executors or administrators of the Employee.

“员工”包括员工的继承人、受让人及其财产执行人或管理人。

**‘Employee’s Monthly Wages’** means the Employee’s average monthly wages in the twelve months prior to the Termination Date, calculated in accordance with Article 47 of the Labor Contract Law and Article 27 of the Implementing Rules for the Labor Contract Law. However, for the purposes of such calculation, the Employee’s average monthly wages will not be capped at three times the relevant local average monthly wage in which the Company is located.

“员工月工资”系指员工在解除日前 12 个月的平均月工资，平均月工资根据《劳动合同法》第 47 条和《劳动合同法实施条例》第 27 条的规定进行计算。但是，出于计算之目的，员工的月平均工资不受公司所在地当地职工月平均工资三倍上限的限制。

**‘Employee Service’** means the Employee’s service as an employee of the Company and any prior continuous service with a Related Company which was recognized by the Company as service as an employee of the Company for the purposes of calculating any severance due to the Employee upon termination of the Employment.

“员工服务”系指员工作为公司员工的服务，以及公司出于计算员工解除雇佣时应支付的经济补偿金之目的，所认可的其先前在关联公司连续服务的、视同作为公司员工所提供的服务。

**‘Employee’s Years of Service’** means the number of years of the consecutive Employee Service, with a partial year of less than six months’ Employee Service being treated as equal to 0.5, and a partial year of six months or more but less than one year of Employee Service being treated as equal to 1.

“员工服务年限”系指连续的员工服务的年限，不满六个月的，按半年计算；六个月及以上不满一年的（含六个月），按一年计算。

**‘FY23’** means the Group’s financial year for 2023.

“2023 财年”系指集团的 2023 财政年度。

**‘Group’** means the Company, the Parent and the Related Companies and **‘Group Member’** means any of them.

“集团”系指公司、母公司和关联公司，“集团成员”系指集团中的任何成员。

**‘Issue Date’** means 12 December 2022.

“签发日”指 2022 年 12 月 12 日。

**‘Parent’** means Cisco Systems, Inc. and includes its successors and assigns.

“母公司”系指思科系统有限公司，并且包括其继承人和受让人。

**‘Related Companies’** means each of the subsidiaries, branches and affiliated companies of the Company and/or the Parent, and includes the successors and assigns of any such Related Company.

“关联公司”系指公司和/或母公司的任何一家附属公司、分支机构和相关联的公司；并且包括各任何该关联公司的继承人和受让人。

## 2. Termination 解除

2.1 The Employee has two options in relation to the date upon which the Employee chooses to terminate the Employment by mutual agreement (**‘Termination Date’**), with respective impact.

对于协商解除雇佣关系的日期及相应的影响，员工可以有两种选择。

2.1.1 The first option applies if the Employee ticks the option of “the Termination Date should be determined as per Article 2.1.1 above (i.e. the “early-bird” option)” in the signature page of this Agreement. If the Employee does this, the Employee will qualify for an “early-bird” payment, subject to the conditions described below. After the Employee signs and returns this Agreement, the employment will terminate by mutual agreement on the earlier of the date:

选项一：如果员工在本协议签字页勾选“根据上述第 2.1.1 条（即“特别奖励”选项）决定解除日”，在不违反本协议下列条件的情况下，员工可以获得一项“特别奖励”奖励。在员工签署并返还本信函后，员工的雇佣关系将在以下较早的时间协商解除：

- (a) which is thirty (30) days after the Issue Date; or  
签发日后的三十(30)天；或
- (b) upon which the Employee returns to Company a fully executed copy of the affirmation set out in Appendix A (**‘Affirmation’**).  
员工向公司返还附件 A 所载经签署的确认函副本（“确认函”）的日期。

2.1.2 The second option applies if the Employee ticks the option of “the Termination Date should be determined as per Article 2.1.2 above” in the signature page of this Agreement. In this case, the employment will terminate by mutual agreement on the earlier of the date:

选项二：如果员工在本协议签字页勾选“根据上述第 2.1.2 条决定解除日”，员工的雇佣关系将在以下较早的时间协商解除：

- (c) which is sixty (60) days after the Issue Date; or  
签发日后的六十(60)天；或

- (d) upon which the Employee returns to Company a fully executed copy of the Affirmation.  
员工向公司返还确认函的日期。

- 2.2 While the Employee remains employed by the Company, the Employee's duties and obligations to the Company will continue. When the Employee's employment terminates, the Employee will be required to observe the Employee's obligations that survive the termination of the Employee's employment, including the Employee's obligations with respect to confidential and/or proprietary information.

当员工仍受雇于公司时，员工对公司的责任和义务将继续。当员工的雇佣关系解除时，员工必须遵循在雇佣关系解除后仍应遵循的义务，包括员工对机密和/或专有信息的义务。

### **3. Release** **放弃**

- 3.1 The Employee releases the Beneficiaries from the Circumstances upon execution of this Agreement.

一经签署本协议，员工即放弃在各情况下对受益人的索赔请求。

- 3.2 The Employee must do all things necessary to give effect to the release provided in **clause 3.1** required by the Company, including executing any further documents or instruments as may be required.

员工必须根据公司的要求做出所有必要的行动，包括签署任何所需的进一步文件或文书，以使第 3.1 条规定之放弃生效。

### **4. Obligations of the Parties** **双方之义务**

- 4.1 The Employee must:  
员工必须：

- (a) execute this Agreement and comply with the terms and conditions of this Agreement and the terms and conditions of the Employment (including any obligations under the PIIA and the obligation to comply with the Company's policies, including but not limited to the Code of Business Conduct); and  
签署本协议，并遵守本协议之条款和条件以及雇佣关系的条款和条件（包括但不限于，专有信息和发明协议项下的任何义务，以及遵守公司政策（包括但不限于商业行为规范）之义务；以及

- (b) on the Termination Date, execute and return the Affirmation to the Company;

在解除日，签署并向公司返还确认函；

- (c) complete the Company's termination checklist;  
完成公司的解除清单；
- (d) return all the Company's property in the Employee's possession; and  
返还员工所持有的所有公司财物；
- (e) before the Termination Date, ensure the business continuity and a smooth handover to the personnel designated by the Company; truthfully describe the work content, the progress of the work/project being handled and the customer relationship (if applicable) to the Company; return all the Company's property (including without limitation, emails, files, information, passwords etc.); and if requested by the Company, provide a detailed written statement of the foregoing handover procedures;  
在解除日前，确保业务连续性并且顺利交接给公司指定的人员，向公司如实陈述工作内容、正在处理的工作/项目的进展和客户关系（如适用）；归还所有公司的财物（包括但不限于电子邮件、文件、信息、密码等）；如果公司要求，就前述交接工作做出详细的书面说明。
- (f) provide any assistance that the Company requires to allow it to make the payments in accordance with this Agreement.  
向公司提供任何公司所要求的协助，使其可以根据本免责协议进行付款。

4.2 The Company must, following the Termination Date:  
公司必须在解除日之后：

- (a) pay to the Employee any earned but unpaid basic salary, supplemental housing fund / housing fund allowance and other allowances (if applicable), for the month in which the Termination Date occurs, calculated up to the Termination Date;  
向员工支付截至解除日当月尚未支付的任何基本工资、补充住房公积金/住房津贴和其他补贴（如适用）；
- (b) subject to the discretion of the Company, pay to the Employee a bonus equivalent to FY23 Mid-Year Advance as per the Company's Mid-Year Advance policies (to avoid misunderstanding, the Employee is not entitled to any payment under Professional and Leadership Incentive Plan); and  
由公司酌情决定，根据公司 Mid-Year Advance 政策，向员工支付一笔金额相当于 2023 财年 Mid-Year Advance 款项的奖金（为避免歧义，员工不享有任何职业能力和领导力激励计划项下的款项）；和



- (c) pay to the Employee a payment for the Employee's accrued but untaken and pro-rata, annual leave entitlements accrued to the Termination Date which the Company is required to pay on the Termination.

按比例向员工支付截至解除日就员工累积享有但未休的年休假权利而应由公司在解除雇佣时支付的款项。

4.3 Provided the Employee complies with the terms of this Agreement; and subject to the terms of this Agreement, the Company must:

如果员工遵守了本协议及解约函之条款，且根据本协议之条款，公司必须：

- (a) pay to the Employee a total gross termination payment (pre-tax), in satisfaction of all the Employee's entitlements on termination (and, without limitation, such gross termination payment includes the amounts payable for any payment in lieu of notice of termination and severance/economic compensation required under law), comprised of the following components:

向员工支付一笔解约金总额（税前），以满足员工在解除雇佣时的所有权利（该笔解约金总额包括但不限于任何应支付的代通知金以及补偿金/法律所规定的经济补偿金），包括：

- (i) an amount equal to the Employee's Monthly Wages multiplied by the Employee's Years of Service; plus

相当于员工月工资的金额乘以员工服务年限；加上

- (ii) an amount equal to three (3) times the Employee's Monthly Wages; plus

相当于员工月工资三（3）倍的金额；加上

- (iii) if the Employee ticked the option of "the Termination Date should be determined as per Article 2.1.1 above (i.e. the "early-bird" option)" in the signature page of this Agreement, a "early-bird" amount equal to two (2) times the Employee's Monthly Wages;

如果员工在本协议签字页勾选“根据上述第 2.1.1 条（即“特别奖励”选项）决定解除日”，一项金额相当于员工月工资两（2）倍的“特别奖励”；

- (iv) an amount equal to the Employee's basic salary and supplemental housing fund/housing fund allowance (if applicable) for the period from the Termination Date to the date sixty (60) days after the Issue Date;

向员工支付的金额相当于员工自解除日至签发日后的六十(60)天期间的基本工资和补充住房公积金/住房津贴 (如适用)的金额；



- (b) subject to **clause 4.4**, procure the acceleration on the Termination Date of the vesting of any unvested and outstanding equity awards that the Employee holds as of the Termination Date under an existing or assumed equity plan or agreement to the extent such applicable awards would have vested had the Employee continued in employment with the Company until 15 March 2023. Any unvested equity awards that would have vested after 15 March 2023, and any unvested equity awards that are not subject to accelerated vesting and that would have vested after the Termination Date, will be cancelled as of the Termination Date. If the Employee holds any deferred restricted stock units ('RSUs'), however, any accelerated shares will be settled in accordance with the terms of the deferred RSUs; and  
受制于**第 4.4 条**，在**解除日**，公司将加速兑现一直到 2023 年 3 月 15 日（假定员工在该期间被公司持续雇佣）的员工在现有或假定的股权计划或者协议项下所持有的且未兑现/支付的股权奖励。任何将在 2023 年 3 月 15 日后兑现的未兑现股权，和任何不适用加速兑现以及在**解除日**后可兑现的但未兑现的限制股权将自**解除日**起取消；但是，如果员工持有任何延期限制性股票（“RSU”），任何加速的股权将依据延期 RSU 相关条款解决；且
- (c) provide the Employee with professional outplacement services from a provider of its choice and according to its guidelines, for a period of 5.5 months.  
按公司选择的提供商且根据公司的方针，向员工提供为期 5.5 个月的专业转职辅导服务。

In relation to (b) above, it is the Employee's sole responsibility to determine whether to, and by when the Employee must, exercise any right in relation to employee equity. 关于上述(b)款，决定是否以及在何时应该行使任何与员工股权相关的权利，由员工承担全部责任。

- 4.4 No stock option or stock appreciation right held by the Employee that has been structured to either comply with Section 409A of the United States Internal Revenue Code of 1986 ("Section 409A") or be exempt from Section 409A under the short-term deferral rule will be subject to the acceleration described in **clause 4.3(b)**. Further, if acceleration in the manner described therein would result in one or more incentive stock options ("ISOs") held by the Employee becoming nonqualified stock options for US tax purposes, such ISOs will not be accelerated unless the Employee has consented in writing to such acceleration prior to the Termination Date. Should the Employee have any questions about these limits, the Employee must contact Operations Experience Services: HR Support.  
员工持有的股票期权或股票增值权，无论是遵循 1986 美国国内税收法规第 409A 条（“第 409A 条”）的规定或根据短期延迟规则获得第 409A 条的豁免

免，均不适用第 4.3(b)条中加速的规定。此外，如果按此方式加速兑现将导致员工持有的一个或多个激励性股票期权（“ISO”）在美国税收目的下变为不合格的股票期权，除非员工在解除日前书面同意加速兑现，否则不可加速兑现该 ISO。如员工对该等限制有任何问题，请联系 Operations Experience Services: HR 支持。

- 4.5 The Employee will not receive any of the payments or benefits under the separation package set out in **clause 4.3**, except for the minimum entitlements due to the Employee by law on termination of employment, unless the Employee properly executes and returns the Affirmation on the Termination Date and complies with the terms of this Agreement (including, without limitation, **clause 4.1**).

员工将不会收到第 4.3 条中规定的解约方案下除根据法律规定在解除雇佣关系时应享有的最低权利之外的任何款项或福利，除非员工在解除日正确签署并返还确认函，并遵守本协议的条款（包括但不限于第 4.1 条）。

## 5. Confidentiality 保密

- 5.1 The Employee must keep this Agreement, the settlement recorded in it and any negotiations leading up to settlement confidential and must not disclose them to any other person unless if required by law; to enforce the agreement referred to in this Agreement; to obtain professional legal or accounting advice; or to the relevant tax authorities.

员工应对本协议，以及本协议中载明的解决方案、以及任何促成解决的协商保密，并且不得向其他人披露，除非：法律要求；为执行本协议所提及的协议；为获得专业的法律或会计意见；或向有关税务部门披露。

- 5.2 The Employee must not use or disclose Confidential Information, except to the extent such information is public knowledge or forms part of the Employee's general skill and knowledge (but not if such general skill and knowledge is a trade secret of or highly confidential to a Group Member).

员工不得使用或披露保密信息，除非该等信息已经被公众所知，或者该等信息已经成为员工一般技能和知识的一部分（但是如果该等一般技能和知识是商业秘密或者对集团成员而言是高度机密的，则不包括在内）。

- 5.3 The Employee's obligations under **clause 5.2** are in addition to, and not in substitution for, any other obligations of confidentiality owed by the Employee.

员工在第 5.2 条项下的义务是对员工负有的其他保密的义务的补充，并非取代该等保密义务。

## 6. Comment 评论

The Employee must not make any adverse comment, publicly or otherwise, about any of the Beneficiaries.

员工不得对任何受益人公开地或以其他方式进行任何不利的评论。

## 7. Warranties 保证

The Employee warrants that:

员工保证：

- (a) the Employee has read and understood the terms of this Agreement;  
其已阅读并理解本协议的条款；
- (b) the Employee has received, or has had a reasonable opportunity to receive, independent legal advice about the terms and effect of this Agreement;  
员工已经收悉，或者有合理的机会收悉与本协议的条款和效力有关的独立的法律意见；
- (c) all of the Company's property, including all written or machine readable material, software, credit cards, keys and vehicles, has been returned to the Company;  
已经将公司的所有财产归还公司，包括所有书面或者机读材料、软件、信用卡、钥匙和车辆；
- (d) the Employee has received all salary, allowances, commissions, incentive payments and bonuses, and all other remuneration, benefits and other payments, which were due to be paid or provided to the Employee by a Beneficiary on a date prior to the date of this Agreement;  
员工已经收悉本协议日期前，应由受益人向员工支付或提供的所有到期的工资、补贴、佣金、激励奖金和奖金，以及所有其他的薪酬、福利和其他费用；
- (e) the Beneficiaries have not made any promise, representation or inducement or been a party to any conduct material to the Employee entering into this Agreement other than as set out in this Agreement;  
除解约函和本协议规定者外，受益人没有对员工做出任何许诺、陈述或劝诱或者作为任何重要行动的一方使其签署本协议；

- (f) the Employee has not commenced, nor will the Employee commence, any proceedings against any of the Beneficiaries; and  
员工尚未、将来亦不会对任何受益人提起任何法律诉讼；以及
- (g) the Employee is aware that the Beneficiaries are relying on these warranties.  
员工知道受益人信赖此等保证。

## 8. Acknowledgments 承认

The Employee acknowledges that:  
员工承认：

- (a) the payments and benefits referred to in **clause 4.2**, and **4.3** are made in full and final satisfaction of any and all contractual, statutory or other entitlements that the Employee has, or may have, from the Beneficiaries in connection with the Employment or any employment with a Group Member prior or simultaneous to the Employment, or as a result of the Termination. In particular, the payments set out in **clause 4.3** are in satisfaction of (or inclusive of if the nature of the relevant entitlement is such that it cannot be waived, compromised or contracted out of) any outstanding contractual, statutory or other entitlements that the Employee has or may have in respect of the amounts referred to in clauses **4.2** and **4.3** after the Company has made final payment (as determined by the Company) for those other amounts;  
第 4.2 条和第 4.3 条规定的付款和福利是员工从受益人处得到的或可能得到的、与其雇佣关系相关的、或与雇佣关系同时存在或先于雇佣关系存在的与集团成员的雇佣关系相关的、或因解约而导致的任何或所有合同上、法律上或其他应得权益的全部和最终的支付。尤其是，第 4.3 条项下所支付的款项是为了满足或涵盖（如果相关权益在实质上是无法放弃、和解或契约化的）任何尚未支付的契约性或法定的权益，或者是为了满足或涵盖（如果相关权益在实质上是无法放弃、和解或契约化的）在公司就该等其他款项进行了最后支付（该支付由公司决定）以后，员工已经或可能享有的第 4.2 条和第 4.3 条项下其他款项权益；
- (b) the Employee understands that the Employee has obligations to the Beneficiaries which survive the Termination (including obligations set out in this Agreement, the Employee's offer letter and labor contract with the Company and PIIA);  
员工理解，在解除雇佣关系后，其对受益人仍负有义务（包括本协议、聘用通知书、与公司签订的劳动合同以及专有信息和发明协议项下的义务）；

- (c) the Employee understands the effect of the Termination on the Employee's other benefits and remuneration plans provided in connection with the Employment and acknowledges that this effect is fair and reasonable in the circumstances;  
员工理解解除**雇佣关系**对其参与与**雇佣关系**有关的其他福利与薪酬计划的影响，并且承认该等影响在各情况下是公平合理的；
- (d) the Employee understands that the impact of the Termination on employee equity (if any) under this Agreement, including any adverse tax consequences, including but not limited to any loss of tax-qualified status, taxation upon vesting and/or the inability to obtain a tax refund for taxes already paid on such employee equity. The Employee accepts full responsibility for payment of such taxes (if any);  
员工理解，关于**解除雇佣关系**对本协议项下员工股权（如有）的影响，包括任何不利的税务后果，包括但不限于任何税务资格的丧失、授予期权时的征税与/或无法获得员工股权上已征税收的退税。员工承担支付以上所有税收（如有）的所有责任。
- (e) in compliance with PRC law and the requirements of the PRC State Administration of Foreign Exchange (“SAFE”), any cash proceeds due to the Employee from the sale of shares acquired pursuant to any employee equity (if applicable) will be delivered to the Employee through the Parent’s SAFE-approved foreign exchange bank account. The Employee understands that no specific timing can be assured for this payment and that no Group Member is under any obligation to secure any exchange rate for the conversion of the proceeds and that the Employee will bear the risk of any currency conversion rate fluctuation between the date that shares are sold and the date of conversion of the proceeds to local currency;  
根据中国法律及中国外汇管理局（“**外管局**”）的要求，对任何因员工出售来自员工股权激励计划的股权（如适用）所产生的现金，将通过**母公司**经**外管局**批准的外汇银行账户发放。员工理解，此项支付所需的具体时间不能确定，且没有任何一个**集团成员**有义务对现金转换的外汇汇率做出担保，且**员工**将自行承担股权出售之日与现金转换为当地货币之日之间差所产生的货币汇率变化的风险；
- (f) to the extent permissible by law and SAFE practices, the Company may keep the Employee on its payroll system after the Termination Date in order to withhold and report any applicable taxes and to facilitate the delivery of any proceeds related to any stock options, bonus unit rights, restricted stock units or other rights in relation to stock (if any) that may be due to the Employee after the Termination Date. The Employee agrees and understands that this does not create a continued employment relationship between the Employee

and the Company, or between the Employee and any other Group Member, after the Termination Date and that after the Termination Date the Employee will not be an employee of the Company or any other Group Member for any purposes under PRC law (or the law of any other jurisdiction), and will not assert any claims as an employee against the Company or any other Group Member, including without limitation, any claims for salary payment, business expense reimbursement, social insurance contributions, or any other employee benefits;

在法律及外管局许可的范围内，为了代缴并申报任何适用的税款、便于在解除日后发放关于股票期权、奖金单位权益、限制股权或其他与员工身份相关的股权收入（如有），公司将在解除日后仍在工资系统中保留员工的账户。员工同意并理解，这并不意味着公司与员工之间，或者其他集团成员与员工之间在解除日后，存在持续雇佣关系。在解除日后，员工不再是中国法律（或其他法域）项下的公司或其他集团成员的员工，不得以员工的身份向公司或其他集团成员提出任何索赔（包括但不限于任何工资支付、业务费用报销、社保缴纳或任何其他员工福利）。

- (g) the Employee's employment with any and all Group Members will terminate on the Termination Date, and such termination is irrevocable, and will not be affected by any circumstances prior to the Termination Date, including without limitation, the Employee's sickness, injury and/or pregnancy (if applicable) etc., regardless of whether the Employee is aware of such circumstances on the date hereof;

在解除日，员工与任何及一切集团成员的雇佣关系均已解除，该等解除是不可取消的，不会因解除日之前发生的任何情况（无论员工在本协议签署日是否知晓该等情况）而受到影响，这些情况包括但不限于：员工的疾病、受伤和/或怀孕（如适用）等等。

- (h) any payment referred to in this Agreement is pre-tax, and will be paid subject to any withholding or deduction requirements imposed or authorized by law (including in relation to tax);

本协议中提及的任何付款均为税前付款，并将根据法律规定或授权的任何预扣或扣除要求（包括与税收有关的）进行支付；

- (i) this Agreement constitute the entire understanding between the Employee and any Beneficiary relating to their subject matter and, subject to their terms, supersede all prior negotiations, understandings and agreements;

本协议构成员工与任何受益人之间就本协议项下的主题事项的完整谅解，根据相关条款，取代所有先前的磋商、谅解与协议；

- (j) the terms of this Agreement may not be modified, amended or revoked except by instrument in writing signed by the Employee and the Company; and





本协议的条款不得进行修改、修订或撤销，但员工与公司书面签署的除外；且

- (k) a Beneficiary may plead this Agreement as a bar to any proceedings commenced by the Employee in respect of which a release is given in this Agreement.

就本协议所作的放弃，受益人可以据此阻止由员工提起的任何司法程序。

## **9. Severability**

### **可分割性**

This Agreement becomes invalid if the Employee fails to sign and return this Agreement to the Company within fifteen (15) days after the Issue Date.

如果员工未能自签发日之后的十五（15）天内签署并向公司返还本协议，本协议无效。

Part or all of any provisions of this Agreement that are illegal or unenforceable may be severed from this Agreement and the remaining provisions continue in force.

本协议中部分或全部违法或不可执行的条款可从本协议中分割，本协议其余条款继续有效。

## **10. Governing Law**

### **适用法律**

This Agreement is governed by the law applicable in the People's Republic of China.

本协议受中华人民共和国适用法律的管辖。

## **11. Headings**

### **标题**

Headings are for reference only and do not affect the meaning of this Agreement.

本协议标题仅供参考，不影响本协议的内容含义。

## **Signature page for the Employee**

### **员工签字页**

The Employee confirms:

员工确认：





☐ The Termination Date should be determined as per Article 2.1.1 above (i.e. the “early-bird” option); or

根据上述第 2.1.1 条（即“特别奖励”选项）决定解除日；或

☐ The Termination Date should be determined as per Article 2.1.2 above.

根据上述第 2.1.2 条决定解除日。

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(Signed by) Yanzhao Yang  
(签名) 杨艳召

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Signing Date  
签署日期

Signature page for the Company  
公司签字页

May Dai  
PEOPLE CONSULTANT

[company seal]  
[公司印章]



APPENDIX A

附件 A

**AFFIRMATION**

确认函

I, Yanzhao Yang, affirm as of today's date ("**Effective Date**") all my covenants, confirmation, representations and warranties under the Mutual Separation Release Agreement between me and Cisco Systems(China) Research and Development Co.,Ltd. Hefei Branch (this document is Appendix A of such Mutual Separation Release Agreement). I understand that the effect of my affirmation is that such covenants, confirmation, representations and warranties shall be deemed to have been agreed to and made again by me, and that my employment will terminate, each with effect on the Effective Date.

本人，杨艳召，自今日起（“**生效日期**”）确认本人与思科系统（中国）研发有限公司合肥分公司之间的《解约免责协议》项下本人的所有承诺、确认、陈述和保证（本文件为《解约免责协议》的附录 A）。本人理解，本人确认的效力为，此类承诺、确认、陈述和保证应被视为已由本人再次同意并作出，并且本人的雇佣关系将解除，以上均自**生效日期**起生效。

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(Signed by) Yanzhao Yang

(签名) 杨艳召

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Signing Date

签署日期