Promoting Successful Business Relationships

Cisco's Expectations of its Business Partners

Cisco Systems, Inc. and its affiliated entities worldwide (Cisco) are committed to the highest standards of business integrity in their dealings with customers and you, our Business Partners ("Business Partners" here means Cisco resellers, systems integrators, distributors, sales agents and sales-supporting consultants).

All Cisco employees are expected to conduct themselves with the highest standards of honesty, fairness and personal integrity. We also expect the same from you, our Business Partner, and your employees who work with us.

We have outlined some key expectations below to guide our ethical business relationship.

Payments to Cisco Employees

No Business Partner should ever offer, promise or provide to any Cisco employee a bribe, favor, cash, gratuity, entertainment or anything of value to obtain favorable treatment from Cisco.

Cisco employees are similarly prohibited from soliciting such favors from Business Partners.

This prohibition extends to the offering, promising or giving of any favors to any family members of both your and Cisco employees in exchange for obtaining or retaining Cisco's business.

Cisco's Employee Gift Policies

As long as a gift is not intended to obtain favorable treatment from us, and does not create the appearance of a bribe, kickback, payoff or irregular type of payment, or otherwise raise any potential conflicts of interest, Cisco employees may accept a gift from a Business Partner as long as all the following elements exist:

- the gift is US$100 or less in value for tangible gifts or US$200 for intangible gifts (such as event tickets, etc.);
- public disclosure would not embarrass Cisco;
- acceptance is consistent with Cisco business practices, and
- acceptance of the gift does not violate any applicable law.

Cisco employees are prohibited from accepting initial public offering (IPO) stock from you as a Business Partner.

Conflicts of Interest

The Business Partner and its employees will not enter into a financial or any other relationship with a Cisco employee that creates any actual or potential conflict of interest for Cisco. You as our Partner understand that a conflict of interest arises when the material personal interests of the Cisco employee are inconsistent with the responsibilities of his/her position with the company.

All such potential conflicts must be disclosed to Cisco and corrected. Even the appearance of a conflict of interest can be damaging to Cisco and to its Partners.

Unfair Business Practices

You will comply with all applicable antitrust and competition laws. The Business Partner will avoid fixing prices, rigging bids or allocating customers or markets with our competitors, or exchanging current, recent, or future pricing information with our competitors.

Honor Your Own and Cisco's Global Anti-Corruption Policies

The Business Partner and its employees understand their obligation to maintain the highest standards of integrity in all business interactions and that all forms of corruption, such as bribery, extortion or embezzlement, are unacceptable. The Business Partner acts consistently with its own business' anticorruption policies and with Cisco's Global Anticorruption Policy, at http://www.cisco.com/legal/anti_corruption.html.

Political Contributions and Charitable Donations on Behalf of Cisco

As a Cisco Business Partner, you are not authorized to make any type of political contribution or charitable donations on Cisco's behalf.

Unauthorized Lobbying on Behalf of Cisco

The Business Partner is not authorized to undertake any lobbying or other similar representative efforts on Cisco's behalf before any kind of government or public organization without the express consent of Cisco's Global Policy and Government Affairs Group.

Subcontractors

In accordance with its agreement with Cisco, the Business Partner has full responsibility to ensure that any subcontractors, agents or other third parties employed by the Business Partners in the course of its engagement with Cisco, will act ethically and with integrity, and in accordance with Cisco and/or Business Partner policies mentioned in this document.

Cisco's Policy Concerning Insider Information

If the Business Partner is aware of material, non-public information relating to Cisco or its business, Business Partner is not allowed buy or sell Cisco securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Business Partner is aware of material, non-public information about any other company, including Cisco customers, suppliers, vendors or other Business Partners, that the Business Partner obtained by virtue of its interaction with Cisco, then neither Business Partner nor its employees is allowed to buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

Commercial Integrity

No soft orders. Channel Partners* must submit to Cisco final purchase orders that reflect a firm commitment to purchase. All orders must also include end user information.

Purchase Orders Submissions. Channel Partners are required to submit their orders to Cisco online or by fax. Only Cisco's Customer Service organization is authorized to receive orders; Cisco sales representatives are not authorized to submit orders on behalf of the Channel Partner.

No unauthorized side letters. Cisco sells its products and services to Channel Partners under written, mutually signed channel agreements that have been executed by authorized signatories for both parties.

Cisco Brand Protection

Channel Partners can legitimately purchase, within the territory stated in their written agreement with Cisco, new Cisco products for resale from the following approved sources:

- from Cisco, if the company has entered into a direct systems integration agreement or is a Cisco Distribution Partner;
- from a Cisco Distribution Partner; or

*Channel Partners means Cisco-authorized resellers and distributors.

- from any other Cisco-authorized Channel Partner. To check whether you are purchasing from an approved, Cisco-authorized Channel Partner, please refer to the most updated list in the Cisco Partner Locator below the following URL: http://tools.cisco.com/WWChannels/LOCATR/openBasicSearch.do

Cisco-authorized systems integrators and resellers are furthermore obliged to operate a value add business model. Value-add is the non-Cisco component of your solution provided to the End User. It includes pre and post sales support, network design, configuration, trouble shooting and the sale of complementary and products and services. The value-add component must form a significant portion of total solution for the End User.

Cisco may provide the Channel Partner with special pricing under individual agreements (e.g. price support granted through DART and Deal Desk) or under special promotions and programs offered from Cisco for the resale of Cisco products and integration services (Network Academy, Deal Maker, etc). Such special pricing is limited to a resale made in accordance with the terms of special pricing which may include the verification of the End User who will be named in connection with the deal and which is reported back to Cisco as the End User by the Cisco Channel Partner.

Please let us know about any Brand Protection relevant issue at brandprotection@cisco.com

Software Transfer

Cisco software, whether embedded operating system software or standalone application software, is not transferable without Cisco's written consent and payment of a license fee. Certain exceptions are allowed.
http://www.cisco.com/en/US/prod/cisco_software_transfer_relicensing_policy.html

Anti Counterfeit

The sales of counterfeit products is illegal. No Business Partner will engage in the sale or purchase of counterfeit products.

Ensure Compliance With U.S. and Local Export Laws and Regulations

All Cisco Business Partners and its employees must understand their obligation to abide by all applicable laws and regulations relating to the export and re-export of Cisco commodities, technology, technical data and/or software and the direct products thereof (also referred to as "items"). These "items" may not be transferred, exported, or re-exported to terrorist supporting nations (see Part 740, Supplement 1, Country Group E:1 - the list currently includes Cuba, Iran, North Korea, Sudan and Syria), restricted parties or for a prohibited end use, without express U.S. or local government authorization.

The Business Partner must act consistently with its own business' export compliance policies as well as Cisco's export requirements. The Global Export Trade policies and procedures are posted at:
http://www.cisco.com/web/about/doing_business/legal/global_export_trade/index.html

Ethical Concerns

Notify our Hong Kong based Brand Protection Office (apac-japan-ethics@cisco.com) regarding any known or suspected improper behavior by Cisco employees or agents.

Ethics Office Fax:
Send a fax to our Hong Kong Brand Protection office: +852 3015 0842

Ethics Office Email:
apac-japan-ethics@cisco.com - Email to communicate concerns or for general inquiries to the Ethics Office and Brand Protection

Ethics Office Mail Address:
Cisco Systems (HK) Limited
Brand Protection
31/F Great Eagle Centre
23 Harbour Road
Hong Kong

Note:
1. The Ethics team and Brand Protection are standalone departments separate from the sales organization
2. The information you provide is kept strict confidential
3. Let us have your contact details so we maybe able to follow up and handle the case more effectively
4. Always provide the location of the Cisco office you were dealing with (country, city, office address)
5. Preferred language is English
6. If English is not an option for you, our Hong Kong based Brand Protection office is able to handle the following languages:
   - Chinese
   - Korean
   - Japanese
   - Thai
   - Vietnamese

Your Feedback

We welcome your feedback and any suggestions you may have that would further enable us to meet, if not exceed, your expectations. Contact publicsectorcompliance@cisco.com.

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