

**CISCO SYSTEMS, INC.**  
**401(k) PLAN**  
**SUMMARY PLAN DESCRIPTION**

**DATED: November 2025**

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## INTRODUCTION

On September 1, 1988, Cisco Systems, Inc. (“Cisco”) established the Cisco Systems, Inc. 401(k) Plan (the “Plan”) to provide eligible employees of Cisco and its participating subsidiaries with the opportunity to accumulate income for their retirement years through their own 401(k) contributions matched in part by Cisco and its participating subsidiaries. The Plan was restated in its entirety as of January 1, 1996, November 26, 1997, January 1, 2001, January 1, 2003, January 1, 2006, and January 1, 2017 in order to comply with developments in the federal tax laws and certain regulations and to implement various Plan changes. The purpose of this document is to summarize the major features of the Plan, as restated, including all amendments thereto as of the date of this summary plan description (“SPD”).

This document will explain to you the principal provisions of the Plan, effective September 1, 2025, and is intended to serve as the SPD to which you are entitled by law. To the extent there is any inconsistency between this SPD and the Plan document, the terms and conditions of the official Plan document will control. A copy of the official Plan document is available upon request from FIR Connection.

If you have any questions about the Plan or your benefits, please call HR Support at 866 282-3866, option 4, or contact the Administrator at:

Benefit Plans Committee  
Cisco Systems, Inc.  
170 West Tasman Drive  
San Jose, California 95134

## **I. Eligibility and Plan Participation**

### **Eligibility**

You will be eligible to participate in the Plan once you complete one hour of service as an employee of Cisco (or any participating Cisco subsidiary). Currently, the participating Cisco subsidiaries are Cisco Technology, Inc. and Cisco Systems Capital Corporation.

However, you will not be eligible to participate in the Plan if:

- you are not on the U.S. payroll (other than an employee who is also a statutory employee of Cisco Systems Management LLC);
- you are covered by a collective bargaining agreement (unless the agreement specifically provides for participation in the Plan);
- you are classified as an intern;
- you are a non-resident alien (unless you are paid on the U.S. payroll and subject to federal income taxes on your salary or wages);
- you do not have a social security number;
- you are an independent contractor, consultant or an employee of a third-party employment agency which provides your services to Cisco or any Cisco subsidiary (even if you are reclassified as an employee of Cisco or any Cisco subsidiary by a governmental agency or court);
- you are no longer an employee of Cisco or any Cisco subsidiary; or
- you are determined to be a member of a group or class of employees which the Administrator determines, pursuant to a policy which does not discriminate in favor of “highly compensated employees,” not to include as eligible employees for Plan participation.

### **Plan Enrollment**

You will be automatically enrolled as a participant in the Plan as soon as administratively feasible following the date you become eligible to participate. When you are automatically enrolled, you will be deemed to have elected to make Pre-Tax Contributions to the Plan of 8% of your Eligible Pay (other than bonuses and commissions) each payroll period. If your contribution rate was less than 8% on or before April 1, 2025, your election was automatically increased to 8%, unless you made an affirmative election otherwise. This election will remain in effect until you modify or terminate it by calling the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or going to the Plan’s website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com). Contributions to the Plan will not be made from your bonuses and commissions unless you make an affirmative election to make such contributions.

## II. Eligible Pay

For purposes of determining your compensation eligible for contributions to the Plan, your Eligible Pay will include the following amounts which Cisco (or any participating Cisco subsidiary) pays to you while you are a participant in the Plan:

1. Your base salary (prior to deductions for Pre-Tax Contributions, Roth Contributions, After-Tax Contributions and Catch-Up Contributions under this Plan, and pre-tax contributions to the Cisco Systems, Inc. Flex Plan)
2. Bonuses
3. Overtime
4. Commissions and other cash incentives
5. Pay in lieu of notice
6. Pay for military leave
7. Stand-by pay and shift differentials
8. Time-Off Pay (e.g., VTO, VTOH, and STO)

However, your Eligible Pay will not include any of the following:

1. Any remuneration paid to you before you were eligible to participate in the Plan
2. Any special awards made under the Cisco Achievement Program
3. Any income realized upon exercise of non-qualified stock options or upon disqualifying dispositions of stock acquired under incentive stock options
4. Any Matching Contributions or discretionary Profit Sharing Contributions which Cisco (or any participating Cisco subsidiary) may make on your behalf to this Plan
5. Any contributions which Cisco (or any Cisco subsidiary) may make to any other pension, deferred profit sharing, stock bonus, group insurance or other employee welfare plan, including the Cisco Systems, Inc. Flex Plan
6. Any income you recognize by reason of group-term life insurance coverage in excess of \$50,000
7. Any salary continuation payments paid to you after you are no longer in active employee status
8. Any remuneration paid to you in the form of an advance or allowance because you are rendering services outside the U.S. on behalf of Cisco (or any Cisco subsidiary)
9. Any income you recognize by reason of below-market loans
10. Any remuneration paid to you after what is considered your final paycheck
11. Any remuneration paid in the form of reimbursed taxable fringe benefits, including any tax gross up amounts, or other expenses and remuneration grossed-up for taxes, including the tax gross up amounts
12. Any severance payments
13. Amounts which would otherwise be includible in the Plan's definition of Eligible Pay but for your election to defer such amount in accordance with a nonqualified deferred compensation plan sponsored by Cisco (or by a participating Cisco subsidiary)

### III. Employee Contributions

You may make contributions to the Plan in the form of Pre-Tax Contributions, Roth Contributions, and/or After-Tax Contributions, which are each described below.

#### **Pre-Tax Contributions**

Pre-Tax Contributions will be deducted directly from your Eligible Pay on a pre-tax basis and deposited into your Pre-Tax Contribution account. Your Pre-Tax Contributions in this account will be fully vested at all times. Your Pre-Tax Contributions will not be currently taxable to you at the time they are made (other than for purposes of Social Security taxes and State Disability Insurance (“SDI”) taxes) and will only be subject to income taxes when actually distributed from the Plan. You may elect to make Pre-Tax Contributions to the Plan of up to 75% (in increments of one-tenth percent (0.10 percent)) of your Eligible Pay, including the ability to make a separate percentage election of up to 75% of (a) your Eligible Pay other than bonuses and commissions each pay period, and (b) your bonuses and commissions.

Example. During the 2025 Plan Year, you elect to contribute 10% of your Eligible Pay other than bonuses and commissions and 5% of your bonuses and commissions to the Plan as Pre-Tax Contributions. This means that each pay period you will receive 90% of your Eligible Pay (other than bonuses and commissions) in cash (less tax withholdings on this portion), and 10% will be contributed to your Pre-Tax Contribution account. Each time you receive a bonus and/or commission payment, you will receive 95% of that bonus and/or commission payment in cash (less tax withholdings on this portion), and 5% will be contributed to your Pre-Tax Contribution account.

| <b>Eligible<br/>Compensation</b>                                  | <b>Pre-Tax<br/>Contribution</b> | <b>Compensation<br/>Subject to<br/>Taxation</b> |
|-------------------------------------------------------------------|---------------------------------|-------------------------------------------------|
| \$80,000 (Eligible Pay<br>other than bonuses<br>and commissions)) | \$8,000<br>(10% of \$80,000)    | \$72,000                                        |
| \$5,000 (bonuses and<br>commissions)                              | \$250<br>(5% of \$5,000)        | \$4,750                                         |

Neither the amounts credited to your Pre-Tax Contribution account (\$8,000 + \$250), nor any subsequent earnings attributable to the investment of this account, will be subject to federal income taxation until distributed. Social Security taxes and SDI taxes applicable to your Pre-Tax Contribution (\$8,000 + \$250) will have to be collected from your current cash compensation (\$72,000 + \$4,750) for the year.

#### **Roth Contributions**

Roth Contributions will be deducted directly from your Eligible Pay on an after-tax basis and transferred to your Roth Contribution account. Your Roth Contributions in this account will be fully vested at all times. Your Roth Contributions will be currently taxable to you; however, any earnings on your Roth Contributions will not be subject to income taxes when distributed from the Plan if your distribution is a “Qualified Roth Distribution” (see *Tax Matters* for more information). Your Roth Contributions are not considered taxable when they are distributed since they were taken from your Eligible Pay on an after-tax basis. You may elect to make Roth Contributions to the Plan of up to 75% (in increments of one-tenth percent (0.10 percent)) of your Eligible Pay, including the ability to make a separate percentage election of up to 75% of (a) your Eligible Pay other than bonuses and commissions each pay period, and (b) your bonuses and commissions

**Example.** During the 2025 Plan Year, you elect to contribute 10% of your Eligible Pay other than bonuses and commissions and 5% of your bonuses and commissions to the Plan as Roth Contributions. This means that each pay period you will receive a portion of your Eligible Pay in cash (after all applicable taxes are withheld) and a portion will be contributed to your Roth Contribution account on an after-tax basis.

| <b>Eligible Compensation</b>                               | <b>Roth Contribution</b>     | <b>Compensation Subject to Taxation</b> |
|------------------------------------------------------------|------------------------------|-----------------------------------------|
| \$80,000 (Eligible Pay other than bonuses and commissions) | \$8,000<br>(10% of \$80,000) | \$80,000                                |
| \$5,000 (bonuses and commissions)                          | \$250<br>(5% of \$5,000)     | \$5,000                                 |

### **Catch-Up Contributions**

If you are age 50 or older (or will be by the end of the Plan Year), you are eligible to make Catch-Up Contributions, which are contributions that give older workers who may be behind in their retirement savings the chance to make up for lost time by having the opportunity to contribute additional contributions to the Plan in excess of the regular Internal Revenue Service (“IRS”) limits (as described in *IRS Limits on Employee and Employer Contributions*, below).

Catch-Up Contributions can be made as Pre-Tax and/or Roth Contributions (however, Matching Contributions will not be made with respect to Catch-Up Contributions). The Internal Revenue Code (“Code”) imposes a maximum dollar limitation on the amount of Catch-Up Contributions that you can make to the Plan each calendar year. The maximum is \$7,500 for 2025 and may be subject to periodic cost-of-living adjustments after 2025. Any Catch-Up Contributions that you receive for a particular Plan Year will be credited to your Catch-Up Contribution account.

If you are eligible for Catch-Up Contributions, you must elect an additional payroll deduction to make Catch-Up Contributions. You may make a separate percentage elections of up to 75% (in increments of one-tenth percent (0.10 percent)) of your Eligible Pay, including the ability to make a separate percentage election of up to 75% of (a) your Eligible Pay other than bonuses and commissions each payroll period, and (b) your bonuses and commissions.

If you meet the age 50 requirement and elect to make Catch-Up Contributions, but do not reach the IRS annual limit or are not required to have contributions distributed to you to satisfy certain nondiscrimination tests, some or all of your Catch-Up Contributions will be re-characterized as either Pre-Tax Contributions or Roth Contributions (depending on the type of deferral election that you made). If your Catch-Up Contributions are re-characterized as either Pre-Tax Contributions or Roth Contributions, you may receive additional Matching Contributions. You will be notified by the Administer after year-end if this applies to you.

### **After-Tax Contributions**

After-Tax Contributions will be deducted directly from your Eligible Pay on an after-tax basis and transferred to your After-Tax Contribution account. Your After-Tax Contributions in this account will be fully vested at all times. Because you have already paid taxes on these amounts, your After-Tax Contributions will not be subject to income taxes when actually distributed from the Plan. However, any earnings on your After-Tax Contributions will be subject to income taxes when your After-Tax Contributions are distributed to you. You may elect to make After-Tax Contributions to the Plan of up to 75% (in increments of one-tenth percent (0.10 percent))

of your Eligible Pay, including the ability to make a separate percentage election of up to 75% of (a) your Eligible Pay other than bonuses and commissions each pay period, and (b) your bonuses and commissions

Example. During the 2025 Plan Year, you elect to contribute 10% of your Eligible Pay other than bonuses and commissions and 5% of your bonuses and commissions to the Plan as After-Tax Contributions. This means that each pay period you will receive a portion of your Eligible Pay in cash (after all applicable taxes are withheld) and a portion will be contributed to your After-Tax Contribution Account on an after-tax basis.

| <b>Eligible Compensation</b>                               | <b>After-Tax Contribution</b> | <b>Compensation Subject to Taxation</b> |
|------------------------------------------------------------|-------------------------------|-----------------------------------------|
| \$80,000 (Eligible Pay other than bonuses and commissions) | \$8,000<br>(10% of \$80,000)  | \$80,000                                |
| \$5,000 (bonuses and commissions)                          | \$250<br>(5% of \$5,000)      | \$5,000                                 |

### **Combined Percentage Limits on Your Contributions**

As described above, you may elect to contribute up to 75% of your Eligible Pay to the Plan (subject to the limits described in *IRS Limits on Employee and Employer Contributions*, below), including up to 75% of your Eligible Pay other than bonuses and commissions each payroll period, and up to 75% of your bonuses and commissions. Within each of these elections, you may split your contributions among Pre-Tax, Roth, and After-Tax Contributions. Catch-Up Contributions are also included in this 75% limit.

### **Making Contribution Elections**

In order to make or change your election(s) regarding your Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions, please call the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or go to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com) to specify the amount of your Eligible Pay that you wish to defer each pay period. You should also choose the particular investment funds in which you wish to invest your contributions (see *Investment of Your Account* for more information). If you do not make an investment selection, then your contributions will automatically be invested in an age-appropriate target-date fund.

You may modify your election(s) (increase or decrease your rate of contribution) at any time by calling the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or by going to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com). The modification will become effective as soon as administratively practicable (modifications made by 1:00 p.m. Pacific Time/4:00 p.m. Eastern Time on the Tuesday after a payday will usually be effective for the next paycheck).

You may terminate your Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions at any time by calling the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or going to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com). The termination will become effective as soon as administratively practicable after you give your termination notice (terminations conducted by 1:00 p.m. Pacific Time/4:00 p.m. Eastern Time on the Tuesday after a payday will usually be effective for the next paycheck).

Your Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions will automatically be suspended for each pay period during which you are on an authorized but unpaid leave of absence, an unpaid maternity or paternity leave, or a layoff. In addition, your Pre-Tax Contributions, Roth Contributions and/or After-Tax Contributions will automatically cease upon your termination of employment, and any remuneration paid after your final paycheck will not be eligible for Pre-Tax Contributions, Roth Contributions and/or After-Tax

Contributions. Should you subsequently be rehired by Cisco (or any participating Cisco subsidiary), you will be eligible to begin participation again on the first day of your resumption of eligible employee status and you will be automatically enrolled as described in *Eligibility and Plan Participation*, above.

## **Rollover Contributions to the Plan**

You may be able to roll over a distribution from a qualified defined contribution plan (including a Roth 401(k) balance), Code Section 403(b) plan or defined benefit plan maintained by a prior employer, or an individual retirement account (“IRA”) to this Plan. Rollovers are subject to a number of technical requirements. If you have received or expect to receive a distribution and wish to make a rollover contribution, you should complete the Rollover Contribution Form, which can be found in the “Forms” section of the U.S. Benefits Portal (or the “Plan Information” section at [Cisco401kPlan.com](http://Cisco401kPlan.com)) and mail it to Fidelity Investments. After-tax contributions may also be rolled over to this Plan. You may roll over an outstanding participant loan to this Plan at the discretion of the Administrator. If you wish to roll over a participant loan, you should contact HR Support at 866 282-3866, option 4.

Your rollover contributions are always 100% vested. This means that you will always be entitled to all of your rollover contributions. Any rollover contributions that you make to the Plan will be credited to your Rollover account.

## IV. Employer Contributions

### Matching Contributions

Cisco and each participating Cisco subsidiary will make Matching Contributions equal to 100% of your combined Pre-Tax and Roth Contributions for the Plan Year (excluding any Catch-Up Contributions), up to a maximum of 4.5% of your Eligible Pay for that Plan Year. Matching Contributions will be made each pay period. Any Matching Contributions that you receive for a particular Plan Year will be credited to your Matching Contribution account.

Example. Assume in the 2025 Plan Year, your total Eligible Pay is \$100,000 and you elect to contribute 15% of your Eligible Pay to the Plan as Pre-Tax Contributions. Accordingly, the dollar amount of your Pre-Tax Contributions will be \$15,000. Cisco will match 100% of your Pre-Tax Contributions up to 4.5% of your Eligible Pay, for a Matching Contribution of \$4,500 ( $100\% \times \$100,000 \times 4.5\%$ ).

### True-Up on Matching Contributions

In addition, Cisco and each participating Cisco subsidiary may make an additional Matching Contribution for each Plan Year called a “true-up” contribution. The 100% of Pre-Tax and Roth Contributions up to 4.5% of Eligible Pay is an annual limit. However, because the Matching Contribution is made on a per pay period basis, the limit is applied on a pay period basis when the match is made during the Plan Year. Therefore, a true-up contribution may be needed after the end of the Plan Year in order for you to receive your full match based on the annual limit. The true-up contribution will be made to you if your Matching Contribution determined on an annual basis exceeds the Matching Contribution already made to you during the Plan Year and you are otherwise eligible. Any true-up contribution that you receive for a particular Plan Year will be credited to your Matching Contribution account.

You are eligible for the true-up contribution for a particular Plan Year if you made Pre-Tax Contributions and/or Roth Contributions for at least one pay period during the Plan Year.

Example. Assume your Eligible Pay for the year was \$100,000. You elected to make Pre-Tax Contributions and Roth Contributions at a rate of 5% each for the first half of the year and then elected to stop making contributions for the second half of the year.

Therefore, during the first 6 months of the year, your Pre-Tax Contributions were \$2,500 ( $\$50,000 \times 5\%$ ) and your Roth Contributions were \$2,500 ( $\$50,000 \times 5\%$ ) with a Matching Contribution of \$2,250 ( $(\$50,000 \times 4.5\%) \times 100\text{ percent}$ ). During the second 6 months of the year, your contributions were \$0 with a Matching Contribution of \$0. In this case, you made total contributions of \$5,000 and received a total Matching Contribution of \$2,250.

During the audit that is conducted after the end of the calendar year, your Pre-Tax Contributions and Roth Contribution deferral rate for the year is determined to be 5% ( $\$5,000/\$100,000$ ) and the Matching Contribution determined on an annual basis for you is calculated to be \$4,500 ( $(\$100,000 \times 4.5\text{ percent}) \times 100\text{ percent}$ ). The annual Matching Contribution (\$4,500) exceeds the Matching Contributions already received by you during the year (\$2,250). Therefore, Cisco will contribute a true-up contribution of \$2,250 so that you will receive the full Matching Contribution for the year.

| Eligible Compensation     | Combined Deferral Rate | Pre-Tax Contributions at 5 Percent | Roth Contributions at 5 Percent | Matching Contribution |
|---------------------------|------------------------|------------------------------------|---------------------------------|-----------------------|
| \$50,000.00<br>(Jan-June) | 10%                    | \$2,500.00                         | \$2,500.00                      | \$2,250.00            |

|                                                 |                      |            |            |            |
|-------------------------------------------------|----------------------|------------|------------|------------|
| \$50,000.00<br>(July-Dec)                       | 0%                   | \$0.00     | \$0.00     | \$0.00     |
| <u>Year-To-Date Totals</u>                      |                      |            |            |            |
| \$100,000.00                                    | 5%                   | \$2,500.00 | \$2,500.00 | \$2,250.00 |
| <u>Matching Contribution on an Annual Basis</u> |                      |            |            |            |
| \$100,000.00                                    | 4.5%                 | \$2,500.00 | \$2,500.00 | \$4,500.00 |
|                                                 | True-Up Contribution |            |            | \$2,250.00 |

### **Additional Matching Contribution**

Cisco and each participating Cisco subsidiary shall make an additional Matching Contribution after the end of each Plan Year to eligible employees. The additional Matching Contribution, if any, will be an amount that makes an eligible employee's total Matching Contribution for the Plan Year equal to 100% of his or her Pre-Tax Contributions and/or Roth Contributions, up to a maximum total Matching Contribution of \$1,500. Any additional Matching Contributions you receive for a particular Plan Year will be credited to your Matching Contribution account.

You are eligible for the additional Matching Contribution for a particular Plan Year if:

- your base salary was less than \$50,000 as of January 1 (or date of hire if you are hired during the Plan Year);
- your actual Eligible Pay for the Plan Year was less than \$50,000; and
- you received a Matching Contribution during the Plan Year of no more than \$1,500.

**Example.** Assume you had a base salary of \$28,000 and Eligible Pay of \$30,000 in 2025. You elected to defer 5% to the Plan as Pre-Tax Contributions. Therefore, your Pre-Tax Contributions were \$1,500 (\$30,000 x 5%) with a Matching Contribution of \$1,350 (\$30,000 x 4.5%). You were an active Cisco employee on December 31, 2024. During the audit that is conducted after 2025, the Matching Contribution determined under the old match structure (100% of Pre-Tax Contributions, up to \$1,500) is calculated to be \$1,500. Therefore, Cisco will make an additional Matching Contribution of \$150 to your account for 2025, which means you will receive a total Matching Contribution of \$1,500 for 2025

| <b>Eligible Compensation</b> | <b>Deferral Rate</b>             | <b>Pre-Tax Contributions</b> | <b>Matching Formula</b> | <b>Matching Contribution</b> |
|------------------------------|----------------------------------|------------------------------|-------------------------|------------------------------|
| \$30,000.00                  | 5%                               | \$1,500.00                   | 100% of up to           | \$1,350.00                   |
| \$30,000.00                  | 5%                               | \$1,500.00                   | 4.5%                    | \$1,500.00                   |
|                              |                                  |                              | 100%, up to \$1,500     |                              |
|                              | Additional Matching Contribution |                              |                         | \$150.00                     |

Cisco may, in its sole discretion, increase or decrease the rate of Matching Contributions at any time. However, if the rate will be decreased, you will be notified before the decrease will be effective.

### **Profit Sharing Contributions (Currently Not Applicable)**

Currently, Cisco has not implemented a profit sharing program. In the event Cisco does implement a profit sharing program, Cisco may make discretionary profit sharing contributions to the Plan for one or more Plan Years. The profit sharing contribution may vary from year to year, and there may be no profit sharing contribution for one or more years. The actual amount of profit sharing contributions to be in effect for each Plan Year will be determined by Cisco's Board of Directors, in its sole discretion and any such contribution will be made in cash or in shares of common stock of Cisco (with the approval of the Administrator).

In the event a profit sharing contribution is made to the Plan for a particular Plan Year, it will be credited to the Profit Sharing account of all individuals who are qualified participants (employed on the last day of such Plan Year or terminated employment during the Plan Year due to death, disability or retirement) for that Plan Year. The profit sharing contribution will be credited to the Profit Sharing account of each qualified participant in the same ratio as his or her Eligible Pay for the Plan Year bears to the total amount of Eligible Pay paid to all qualified participants for such Plan Year. However, not more than \$350,000 (for 2025) of Eligible Pay per qualified participant may be taken into account each Plan Year in determining each participant's share of any profit sharing contribution made to the Plan for the Plan Year. This dollar limitation will be subject to periodic adjustments by the IRS to reflect future cost-of-living increases.

### **Scientific-Atlanta Special Employer Contributions**

Scientific-Atlanta LLC employees who were in the Pension Equity Plan as of February 29, 2008, and who continue as Cisco employees until the last day of the relevant Plan Year (December 31) (except for death, disability, and retirement during the Plan Year), will be eligible to receive a special employer contribution in the Plan in accordance with the conditions set forth below.

The special employer contribution will be 100% vested. The amount of the special employer contribution will be the difference between the maximum Matching Contribution under the Plan (which is currently 4.5%) and 6% of your Eligible Pay. If the Matching Contribution under the Plan reaches 6%, this special employer contribution will cease.

The special employer contribution will be calculated and deposited into the eligible participant's account as soon as administratively feasible following the end of each Plan Year (December 31).

## **V. IRS Limits on Employee and Employer Contributions**

### **IRS Code Section 402(g) Annual Limit**

Federal tax laws impose a maximum dollar limitation on the amount of Pre-Tax Contributions and/or Roth Contributions that you can make to the Plan each calendar year. The maximum is \$23,500 for 2025 and may be subject to periodic cost-of-living adjustments by the IRS after 2025. Please note that your Pre-Tax Contributions and Roth Contributions – when added together – are subject to the \$23,500 limit discussed above (the limit is not applied to each type of contribution separately).

If, in any calendar year, you participate in a Code Section 401(k) plan of another employer as well as this Plan and your combined contributions to the two plans exceed the annual Code Section 402(g) limit, then you will incur a tax penalty unless you request the distribution of the excess amount (plus earnings) from one or both of the plans. The excess amounts must be distributed to you by April 15<sup>th</sup> of the year following the year in which you made contributions in excess of the Code Section 402(g) limit. If you wish to receive the distribution from this Plan, you must notify the Administrator no later than March 1 of the immediately succeeding calendar year. If you submit your request to receive the distribution from this Plan after March 1 of the immediately succeeding calendar year, the Administrator may not be able to process your request by the April 15<sup>th</sup> deadline.

### **Annual Additions Limit**

Federal tax laws impose a maximum limitation on the total dollar amount (the “annual addition”) that can be made to all of your accounts (other than your rollover and Catch-Up Contribution accounts) under this Plan for any Plan Year. Annual additions include all Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, Matching Contributions, and any other employer contributions you receive under the Plan. The maximum annual addition presently permitted is limited to the lesser of (1) \$70,000 (in 2025), subject to adjustment by the IRS to reflect future cost-of-living increases or (2) 100% of your taxable W-2 compensation for the year (plus Pre-Tax Contributions, Roth Contributions, and After-Tax Contributions, pre-tax contributions to the Cisco Systems, Inc. Flex Plan and amounts attributable to “qualified transportation benefits” under Code Section 132(f)). You will be notified if your annual additions for a Plan Year exceeds this limitation, and the Plan shall take remedial action pursuant to the provisions of the Plan.

### **IRS Compensation Limit**

Federal tax laws impose a maximum amount of your Eligible Pay that may be recognized under the Plan for contribution purposes. The limit for 2025 is \$350,000 and may be adjusted by the IRS in future years for cost-of-living increases.

### **IRS Nondiscrimination Testing**

Federal tax laws impose non-discrimination tests to ensure that the Plan will not discriminate in favor of highly compensated employees (as defined in the Code). If the Plan would be unable to meet these tests for any given Plan Year, then the rate of After-Tax Contributions, Pre-Tax Contributions, Roth Contributions and/or Matching Contributions in effect for highly compensated participants would have to be reduced. Alternatively, the After-Tax Contributions and/or Pre-Tax Contributions and/or Roth Contributions of such highly compensated participants may have to be refunded in whole or in part at year-end, and no Matching Contribution would be made on the refunded amount of Pre-Tax Contributions and/or Roth Contributions. You will receive detailed information from the Administrator concerning any reduction to be made to your After-Tax Contributions, Pre-Tax Contributions, Roth Contributions, and/or Matching Contributions should such action become necessary to meet the IRS non-discrimination tests for any given year.

## VI. Vesting

You will always have a 100% nonforfeitable interest in your Pre-Tax Contribution, Roth Contribution, After-Tax Contribution, Catch-up Contribution, Matching Contribution, Discretionary Employer Contribution, Scientific-Atlanta Special Employer Contribution, and Rollover accounts.

Currently, no profit sharing contributions are being made to the Plan. However, in the event that Cisco makes a profit sharing contribution to the Plan, you will be 100% vested in your profit sharing account (if any) if your employment with Cisco (or any participating Cisco subsidiary) terminates by reason of any of the following:

- Retirement. Your employment will be considered to have terminated by reason of retirement if you leave the employ of Cisco (or any Cisco subsidiary) on or after attaining age 60 (*i.e.*, the Plan's normal retirement age).
- Disability. You will be considered disabled if (a) it is determined by the insurance company under Cisco's disability plan that you are entitled to receive long-term disability benefits under that plan, or (b) it is determined by the Social Security Administration that you are eligible to receive a disability award under the Federal Social Security Act. You will be treated as incurring a disability on the first day of the month coinciding with or next following the date either of the above determinations are made.
- Death. If you die while an employee of Cisco (or any Cisco subsidiary), in which case your accounts will be payable to the beneficiary or beneficiaries designated by you (see *Distributions Upon Death* for more information).

In the event that Cisco makes a profit sharing contribution to the Plan, you will be provided with detailed information from the Administrator on how to calculate your nonforfeitable interest in the profit sharing contributions made on your behalf if you stop working for any reason other than retirement, disability, or death.

## VII. Investment of Your Account

### General

You may elect to invest your Plan assets in one or more of the investment funds available under the Plan by calling the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or by going to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com). **Investment related information including descriptions of the currently available investment options are described on the Participant Disclosure Notice that is provided to you each year.** You may call the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or go to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com) to obtain a copy of the most recent Participant Disclosure Notice, and/or the official prospectus, if applicable, or investment fund fact sheets for each of the investment funds, if applicable.

You may invest in one or any combination of these investment funds. Each of the available funds will have its own particular investment objective and will accordingly vary as to the degree of risk involved and the potential for long-term appreciation. Because you have the right to direct the investment of the assets in your Plan accounts, you assume full responsibility for the outcome of your investment decisions. Your Plan accounts (*e.g.*, Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, Catch-Up Contributions, and Matching Contributions) will be invested based upon your investment election. If you do not make an investment election, your accounts will automatically be defaulted into a target-date fund based on your date of birth and an expected retirement age of 65.

**PLEASE NOTE:** Assets you roll over into the Plan will be invested according to your current investment elections on file, or you can make a separate election on the rollover contribution form submitted with the rollover check.

To change the investment of your Plan accounts as of any business day, access your accounts by calling the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or going to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com). Your investment change will be processed the same day (Monday through Friday) if you conduct the change before 4:00 p.m. ET. Requests made after 4:00 p.m. ET or non-business days (*i.e.*, Saturday, Sunday and holidays) will be processed as of the next available business day's closing price. You may separately direct the investment of your existing account balances and your future contributions.

The Plan is intended to constitute a plan that is described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). Cisco and all participating Cisco subsidiaries and Fidelity are relieved of any liability for any losses which are the direct and necessary result of investment instructions given by you or your beneficiary. **In other words, you are responsible for your investment choices.**

### Investing Through a Brokerage Account

You may invest up to 100% of your Plan account balance through a Fidelity BrokerageLink self-directed brokerage account. A self-directed brokerage account may provide you with expanded investment choices and the opportunity to more actively manage your Plan account balance.

The following limits have been placed on the self-directed brokerage account:

- You may only invest in mutual funds marketable securities (other than Cisco Systems, Inc. stock), bonds and covered options. You may not invest directly in items such as collectibles, precious metals, cars, etc. You may not invest in limited partnerships or limited liability companies (whether publicly traded or privately held).
- You may at any time transfer funds from your self-directed brokerage account to any of the investment options available under the Plan.

Example: Assume you want to invest in a mutual fund that is not available under the Plan. The self-directed brokerage account will allow you to make such an investment. In order to do so, you will need to submit a completed online application to open your Fidelity BrokerageLink self-directed brokerage account. Once your self-directed brokerage account is established, you may then liquidate and transfer a portion or all of your Plan account balance that is currently invested in one or more of the investment options available under the Plan by calling the Cisco 401k Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance), or by going to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com). You may also elect to deposit bi-weekly contributions directly into the Fidelity BrokerageLink self-directed brokerage holding account. You may always transfer funds from your self-directed brokerage account to any of the investment options available under the Plan.

**PLEASE NOTE: A self-directed brokerage account is not for everyone. If you are a sophisticated investor who is willing to take on additional risk and you are prepared to assume the responsibility of more closely monitoring this portion of your investment portfolio, it could be appropriate for you. If you do not feel comfortable actively managing a portfolio beyond those offered through investment options available under the Plan, then a self-directed brokerage account may not be appropriate for you.**

**Additional fees apply to a self-directed brokerage account. Please refer to the fact sheet and commission schedule for a complete listing of brokerage fees, which can be obtained by contacting the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or by going to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com). It is always your responsibility to ensure that the options you select are consistent with your particular situation including your goals, time horizon, and risk tolerance.**

### **Valuation of Your Account**

All investment funds are valued on a daily basis if administratively feasible. Account balances reflect increases and decreases in the value of your investment funds as of the close of the previous business day.

How much money accumulates in your accounts depends on how much you contribute, what Cisco contributes, administrative expenses that are paid out of Plan assets, and the investment performance of the investment funds. It is expected that the investment of Plan funds will result in an increase in value over the years. However, there is no guarantee of this, and investment losses may reduce the value of your Plan accounts.

### **Account Statements**

You may access an online statement at any time via the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com) or call the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) to access your Plan account balance information. As an alternative to online statements, you can request that statements be mailed to you through the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com).

## **VIII. Distributions, In-Service Withdrawals, and Loans**

### **Plan Loans**

As a participant in the Plan, you may be permitted to obtain loans from the Plan based on the vested balance credited to your accounts. (See the *Loan Guidelines* attached to this SPD for more information.)

#### **In-Service Withdrawals Prior to Age 59½**

While you are an employee of Cisco (or any Cisco subsidiary), you may withdraw all or any portion of your Rollover and/or After-Tax Contribution account(s) at any time. However, you may not receive more than one in-service distribution during any consecutive 12-month period.

#### **In-Service Withdrawals When You Reach Age 59½**

In addition, once you reach age 59½, you will be eligible to withdraw all or any portion of your Pre-Tax Contributions, Roth Contributions (see *Tax Matters* for special rules regarding distribution of Roth Contributions), Catch-Up Contributions, Matching Contributions, Discretionary Employer Contributions, and the vested portion of your Profit Sharing account (if any) at any time. However, you may not receive more than one in-service distribution during any consecutive 6-month period. You must be an employee of Cisco (or any Cisco subsidiary) at the time of your request for a withdrawal.

#### **Hardship Withdrawals**

The Administrator may, in its sole discretion, permit you to make a withdrawal from your Pre-Tax Contribution, Roth Contribution, and Catch-Up Contribution accounts should you incur an immediate and heavy financial hardship.

You will be eligible for a hardship withdrawal only if your financial hardship relates to one or more of the following expenses:

- purchase of your primary residence (excluding mortgage payments);
- prevention of eviction from your primary residence or foreclosure on a mortgage secured by your primary residence;
- college tuition, related educational fees, and room and board expenses for the next 12 months for you, your spouse, your child or other dependent, or your primary beneficiary under the Plan;
- medical expenses for you, your spouse, your child or other dependent, or your primary beneficiary under the Plan, which are deductible under federal tax laws;
- burial or funeral expenses for your deceased parents, spouse, children, dependents, or your primary beneficiary under the Plan;
- expenses for the repair of damage to your principal place of residence that would qualify as deductible casualty expenses (determined without regard to whether the damage was due to a federally-declared disaster or whether the loss exceeds the 10% “floor” for deductibility) or
- expenses and losses (including loss of income) incurred on account of a federally-declared disaster, if your principal residence or principal place of employment at the time of the disaster was located in the federally-declared disaster area.

Hardship withdrawals will only be permitted if you have no other financial resources available to cover these expenses (except for plan loans).

**PLEASE NOTE:** You will be required to make an in-service withdrawal of the outstanding balance in your After-Tax Contribution and rollover account(s) before you can qualify for a hardship withdrawal.

You may elect a hardship withdrawal up to the amount necessary to satisfy the financial obligations of the hardship plus any federal, state or local income taxes and penalties reasonably anticipated to result from the hardship withdrawal. The maximum amount available for a hardship withdrawal may not exceed the actual amount held in your Pre-Tax Contribution, Roth Contribution, and Catch-Up Contribution accounts. You may make only one hardship withdrawal in any 12-month period. You must be an employee of Cisco (or any Cisco subsidiary) at the time of your request for a hardship withdrawal.

Please note that hardship withdrawals are subject to income tax and may also be subject to the 10% early withdrawal penalty tax under the Code unless the hardship withdrawal relates to medical expenses for you, your spouse, your child or other dependent, or your primary beneficiary under the Plan, which are deductible under federal tax laws.

You will be required to electronically self-certify to Fidelity that you have insufficient cash or other liquid assets reasonably available to satisfy the financial need. The funds for the withdrawal will be obtained by a proportionate liquidation of each investment held in your Pre-Tax Contribution, Roth Contribution, and Catch-Up Contribution accounts.

#### **Qualified Reservist Withdrawals**

If you are called to active military duty for a period of more than 179 days (or indefinitely) by reason of being a member of a reserve component, you may be entitled to receive an in-service withdrawal of all or a portion of your Pre-Tax Contribution and/or Roth Contribution account during your active-duty period. The withdrawal will not be subject to the 10% early withdrawal penalty tax. You may also elect to repay the distribution to an IRA within two years after the end of your active-duty period.

#### **Heart Act Withdrawals**

If you are younger than age 59<sup>1/2</sup> and on active duty in the uniformed services for a period of more than 30 days, you may elect to take an in-service withdrawal, sometimes referred to as a “Heart Act withdrawal” of all or a portion of your Pre-Tax Contribution and/or Roth Contribution account without severing from employment. However, if you choose to take an in-service withdrawal under this provision, you will not be permitted to make Pre-Tax Contributions and/or Roth Contributions during the 6-month period beginning on the date of the distribution.

#### **Qualified Birth or Adoption Withdrawals**

If you are younger than age 59<sup>1/2</sup>, you may request an in-service withdrawal for “qualified” child birth or adoptions, sometimes referred to as a “QBAD” of up to \$5,000 from your Plan accounts during the one (1)-year period beginning on the date of the birth of your child or the date that you legally adopt an eligible adoptee. An “eligible adoptee” is an individual who has not attained age eighteen (18) or is physically or mentally incapable of self-support. A stepchild cannot qualify as an eligible adoptee.

If you receive a QBAD withdrawal, you may choose to recontribute any portion of the withdrawal to the Plan at a later time, in accordance with the Plan’s procedures and IRS rules (generally, within three (3) years of the withdrawal).

#### **Qualified Disaster Recovery Withdrawals**

If you are younger than age 59<sup>1/2</sup>, you may request an in-service withdrawal for a “qualified” disaster recovery of up to \$22,000 from your Plan accounts. To qualify for a qualified disaster recovery withdrawal, you

must reside in a “qualified disaster area” and sustain economic loss due to a qualifying disaster. In addition, the disaster must be declared a major disaster by the President of the United States under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

If you receive a qualified disaster recovery withdrawal, you may choose to recontribute any portion of the withdrawal to the Plan at a later time, in accordance with the Plan’s procedures and IRS rules (within three (3) years of the withdrawal).

### **Domestic Abuse Victim Withdrawals**

If you are younger than age 59½, you may request an in-service withdrawal of up to the lesser of (1) \$10,000 (indexed for cost-of-living adjustments) or (2) 50% of your Plan account if you are the victim of domestic abuse. The withdrawal must be made within one year of the domestic abuse incident. For this purpose “domestic abuse” means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim or to undermine the victim’s ability to reason independently, including by means of abuse of the victim’s child or another family member living in the household.

If you receive a domestic abuse victim withdrawal, you may choose to recontribute any portion of the withdrawal to the Plan at a later time, in accordance with the Plan’s procedures and IRS rules (within three (3) years of the withdrawal).

### **Emergency Personal Expense Withdrawals**

If you are younger than age 59½, you may request an in-service withdrawal for an emergency personal expense of up to \$1,000 or the excess of the portion of your Plan account over \$1,000 provided the withdrawal is for the purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses. An unforeseeable or immediate financial need relating to necessary personal or family emergency expenses is determined by the relevant facts and circumstances for each individual, but some examples include expenses relating to medical care, eviction or foreclosure, auto repairs, accident or loss of property due to casualty, and burial or funeral expenses.

You will be permitted to receive one emergency personal expense withdrawal per each calendar year, provided the withdrawal is fully repaid to the Plan. If the withdrawal is not fully repaid to the Plan, then you will be limited to one emergency personal expense withdrawal every three (3) calendar years. Repayment can be made through direct payment to your Plan account or the withdrawal will be considered repaid if you make Pre-Tax, Roth, and/or After-Tax Contributions equal to the full amount of your emergency personal expense withdrawal.

If you receive an emergency personal expense withdrawal, you may choose to recontribute any portion of the withdrawal to the Plan at a later time, in accordance with the Plan’s procedures and IRS rules (within three (3) years of the withdrawal).

### **Distributions After Your Termination of Employment**

You are free to choose the time when distribution of your benefits is made following your termination of employment, subject to the following:

- **Account is \$1,000 or Less.** If the vested balance of your accounts under the Plan is \$1,000 or less at the time you leave the employment of Cisco (or any Cisco subsidiary), your benefits will automatically be paid to you in a single lump-sum as soon as administratively practicable after your employment terminates but not later than 60 days after the close of the Plan Year that your employment terminated. You will not be permitted to postpone your distribution to a later date.
- **Required Minimum Distributions.** Distribution of your Plan accounts must begin no later than April 1 following the calendar year in which you have reached the applicable age below and have terminated your employment with Cisco (or any Cisco subsidiary):

- age seventy and one-half (70½), if you were born before July 1, 1949;
- age seventy-two (72), if you were born on or after July 1, 1949 and before January 1, 1951;
- age seventy-three (73) if you were born on or after January 1, 1951 and before January 1, 1960; and
- age seventy-five (75) if you were born on or after January 1, 1960.

If you are a more than 5 percent owner, as defined under federal law, special rules apply to you.

- **Distributions Before Age 59½:** If your employment is terminated or you retire from Cisco (or any Cisco subsidiary) and you are under age 59½, you may be eligible to receive a qualified disaster recovery withdrawal (see *Qualified Disaster Recovery Withdrawals* for more information), a domestic abuse victim withdrawal (see *Domestic Abuse Victim Withdrawals* for more information) and/or an emergency personal expense withdrawal (see *Emergency Personal Expense Withdrawals* for more information), provided you are otherwise eligible to receive such a withdrawal(s).

Following your termination of employment, you may continue to direct the investment of your Plan accounts among the funds available under the Plan until the vested balance of your accounts is distributed.

### **Form of Distributions**

Hardship withdrawals, qualified reservist withdrawals, Heart Act withdrawals, QBADs, qualified disaster recovery withdrawals, domestic abuse victim withdrawals and emergency personal expense withdrawals will be paid in the form of a single lump-sum payment.

For all other in-service withdrawals and distributions, you can elect to receive the vested balance of your accounts in either a single lump-sum payment, a partial lump sum payment (a specified dollar amount or percentage of your vested account balance), or installment payments (annual, semi-annual, quarterly, or monthly).

You may also request a direct rollover of your distribution to your own IRA, individual retirement annuity, Roth IRA, Code Section 403(a) annuity plan, or to a tax-qualified retirement plan, Code Section 403(b) plan or governmental Code Section 457 plan of your new employer. (See *Tax Matters* for more information.)

### **Requesting an In-Service Withdrawal, Hardship Withdrawal, or Distribution**

To request an in-service withdrawal, hardship withdrawal, or distribution after your termination of employment, call the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) or go to the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com).

Should you or your beneficiary believe that the payment to which you are entitled differs from the benefit determined by the Administrator, you or your beneficiary may file an official claim for benefits with the Administrator. (See *Claims and Appeals* for more information.)

### **Distributions Upon Death**

If you die before receipt of the vested balance of your Plan accounts, then your remaining unpaid vested account balance will be distributed to your beneficiary in a single lump-sum no later than the end of the calendar year which contains the fifth anniversary of your death.

At the time you begin participation in the Plan, you will be asked to designate one or more persons as your beneficiary or beneficiaries. You may change this beneficiary designation at any time and as often as you like

online via the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com) if consent of your spouse (as defined under federal law) is not required. If consent of your spouse is required (see next paragraph below), you will need to complete the Designation of Beneficiary Form, which can be accessed via the Plan's website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com).

If you have a spouse and you designate a person other than (or in addition to) your spouse as the beneficiary, then such designation will not be effective unless: (1) your spouse consents to the particular designation in writing, and (2) the written consent is witnessed by a Plan representative or notary public. Unless your spouse consents to the beneficiary designation, all benefits payable under the Plan upon your death will be paid to your spouse, and no benefits will be paid to the designated beneficiary.

Should you wish to change your beneficiary designation to someone other than or in addition to your spouse, you must once again obtain the consent of your spouse in accordance with the procedure discussed above, unless your spouse previously consented to all future beneficiary designations. Your beneficiary designation will remain effective even if you divorce; however, it will no longer be effective should you re-marry. A new beneficiary designation will accordingly be required.

If you die without having effectively designated a beneficiary, then your surviving spouse (if any) will be your beneficiary. If you leave no surviving spouse, then your surviving children (if any) in equal shares will be treated as your beneficiaries. If you leave no surviving spouse or child, then your vested benefits will be paid to your estate. For purposes of the rules described in this paragraph, "surviving spouse" shall include the person (i) to whom you are legally married under the laws of the state in which you reside; (ii) with whom you have a valid domestic partnership under the laws of the state in which you reside; or (iii) with whom you have entered into a valid civil union with under the laws of the state in which you reside.

## IX. Claims and Appeals

If you disagree with a determination of the amount of your Plan benefits or with any other decision the Administrator may have made regarding your interest in the Plan, you may file an official claim for benefits. You may contact HR Support at 866 282-3866, option 4 to find out how to file an official claim. **You should file the claim as soon as possible, but it must be filed no later than one (1) year after the determination/decision.**

In the event that your claim for benefits is denied in whole or in part, the Administrator will provide you written or electronic notification of the denial of the claim, and of your right to appeal the denial. The notice of denial will be set forth in a manner designed to be understood by you, and will include (i) the specific reason or reasons for the denial, (ii) reference to the specific Plan provisions upon which the denial is based, (iii) a description of any information or material that the Administrator needs to complete the review and an explanation of why such information or material is necessary, and (iv) an explanation of the Plan's appeal procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial on appeal. This notice will be given to you within 90 calendar days after the Administrator receives the claim, unless special circumstances require an extension of time - in which case the Administrator has up to an additional 90 calendar days for processing the claim. If an extension of time for processing is required, notice of the extension will be furnished to you before the end of the initial 90-day period. This notice of extension will describe the special circumstances necessitating the additional time and the date by which the Administrator expects to render its decision on the claim.

If your claim for benefits is denied, in whole or in part, you (or your authorized representative) may appeal the denial by submitting a written appeal to the Administrator within 60 calendar days after you receive the denial. *If you fail to appeal a denial within the 60-day period, the Administrator's initial determination will be final and binding.* If you appeal to the Administrator, you (or your authorized representative) may submit comments, documents, records and other information relating to your claim for benefits. You may request (free of charge) reasonable access to, and copies of, all documents, records, and other information relevant to (but not legally privileged or otherwise protected) your claim.

The Administrator will make a decision on each appeal no later than the date of its next quarterly meeting following receipt of the appeal, unless the appeal is received within 30 days preceding the date of such meeting. In such a case, the Administrator will make a decision on the appeal no later than the date of the second quarterly meeting following receipt of the appeal. If special circumstances require an extension of time for processing the appeal, the Administrator will make a decision on the appeal no later than the third quarterly meeting following receipt of the appeal. If an extension for review is required, notice of the extension will be furnished to you before the extension begins. The extension notice will indicate the special circumstances requiring an extension and the date by which the Administrator expects to render a decision. The Administrator will give written or electronic notice of its decision to you no later than 5 calendar days after its decision is made. In the event that the Administrator confirms the denial of the claim for benefits in whole or in part, the notice will outline, in a manner calculated to be understood by you, (i) the specific reason or reasons for the decision, (ii) reference to the specific Plan provisions upon which the decision is based, (iii) a statement that you may request (free of charge) reasonable access to, and copies of all documents, records, and all other information relevant to (but not legally privileged or otherwise protected) your claim, and (iv) a statement of your right to bring an action under Section 502(a) of ERISA.

No legal action for benefits under the Plan may be brought until you (i) have submitted a written claim for benefits in accordance with the procedures described above, have been notified by the Administrator that the claim is denied, have filed a written appeal in accordance with the appeal procedures described above, and have been notified that the Administrator has denied the appeal, or (ii) the Administrator fails to follow these procedures. ***No legal action may be commenced or maintained against the Plan, or the Administrator, more than one (1) year after the Administrator denies your appeal or the Administrator fails to follow these procedures.***

If you wish to take legal action after exhausting the appeal procedures, you may serve process on the Administrator or the Plan Trustee at the address indicated at Additional Plan Information, below.

## **X. Tax Matters**

Taxation of Plan distributions and withdrawals is complex. Some, but not all, types of Plan benefits may qualify for favorable tax treatment. **You should consult with your personal tax advisor to determine the exact tax consequences of any distribution to you.** You may also want to review IRS Publication 575 (Pension and Annuity Income), IRS Publication 4350 (Designated Roth 401(k) Accounts), and IRS Publication 590 (Individual Retirement Arrangements (IRAs)). The following is a general description of some of the special federal income tax rules and is not intended to be tax advice.

### **General Taxation of Contributions and Earnings**

The Plan is considered “qualified” under Code Section 401(a) which means that any Pre-Tax Contributions added to your accounts and any investment earnings or gains on all contributions are not currently taxable to you. You will be taxed on the Pre-Tax Contributions and any investment earnings or gains on all contributions (excluding earnings or gains on Roth Contributions that satisfy the requirements of a “Qualified Roth Distribution,” as described below) when you actually receive benefits from the Plan. In addition, you will be taxed on any Matching Contributions or other employer contributions that were made to the Plan on your behalf and any investment earnings or gains on such contributions when you receive your benefits from the Plan. Your in-service withdrawals or distributions will generally be subject to federal income taxation and ordinary income tax rates will apply.

### **Qualified Roth Distributions**

Generally, a “qualified distribution” must be made (1) after you reach age 59½, become disabled, or die, and (2) after a 5-year qualification period beginning with the first year in which you make your Roth Contribution. If your distribution of Roth Contributions is not a qualified distribution, and the investment earnings on your Roth Contributions will be subject to federal income tax. Special rules apply in determining the 5-year qualification period if your Roth Contribution account includes Roth Contributions rolled over from another employer-sponsored retirement plan. Please consult with your personal tax advisor in order to understand these rules before you elect your distribution.

### **Rollovers**

You may defer, in whole or in part, current federal taxation of a lump sum distribution by “rolling over” all or a portion of the taxable distribution to your IRA, individual retirement annuity, Roth IRA, Code Section 403(a) annuity plan, Code Section 403(b) plan or the qualified defined contribution plan and certain governmental Code Section 457 plans of your new employer (an, “Eligible Employer Plan”). However, the following types of payments may not be rolled over: (i) hardship withdrawals, (ii) payments spread over your life, your life and your beneficiaries’ lives, or a period of 10 years or more, and (iii) required minimum distributions. In the case of a non-spouse designated beneficiary making a request for a direct rollover distribution, the rollover distribution shall be made only to an inherited IRA or an inherited individual retirement annuity established for the purpose of receiving a distribution on behalf of the non-spouse designated beneficiary of the participant.

There are two ways to roll over an eligible rollover distribution – a direct rollover and an indirect rollover. If you elect a direct rollover, the Plan will make the payment of the eligible rollover distribution directly to the IRA or Eligible Employer Plan. If you do not elect a direct rollover and the distribution is paid to you, you can do an indirect rollover by depositing all or a portion of the distribution in an IRA or Eligible Employer Plan within a 60-day period. If you do an indirect rollover, taxes will be withheld from the distribution (see *Withholding*, below), so you’ll have to use other funds to roll over the full amount of the distribution. The IRS may waive the 60-day period in certain situations if you missed the deadline because of circumstances beyond your control. (See <https://www.irs.gov/retirement-plans/retirement-plans-faqs-relating-to-waivers-of-the-60-day-rollover-requirement> for more information about waivers of the 60-day period.)

A taxable distribution that occurs because your Plan account is or will be offset in order to repay a Plan loan (as described in the loan policy), is generally eligible for rollover. This would be accomplished by either rolling over the cash equivalent of the offset amount, or, if the recipient of the rollover is another employer's tax-qualified plan that accepts the rollover, the loan note. Rollovers of loan offsets are not subject to the 60-day period described above – instead, you have until the due date of your federal tax return (including extensions) to rollover a loan offset to an IRA or to an Eligible Employer Plan if such other plan permits the additional time.

The Plan Administrator will provide you with information about your rollover option at the time you are eligible to receive any distribution of benefits that qualifies for a rollover. You should consult with your personal tax advisor before you elect to roll over part or all of your Plan benefits.

### **Withholding**

The Plan is required by law to withhold 20% of the taxable amount of each distribution that is eligible to be rolled over if it is not directly rolled over to an IRA or Eligible Employer Plan, even if you intend to roll it over later within the 60-day period. The Plan is also required to withhold 10% of the taxable amount of each distribution that is not permitted to be rolled over; however, you will be given the right to elect that this withholding not be taken.

### **Early Distribution Penalty**

In addition to the income taxes just discussed, a 10% federal penalty tax on the taxable amount of any withdrawal or distribution from the Plan you receive before you reach age 59½ (plus any applicable state penalty tax), unless the distribution is:

- rolled over (if eligible) to an IRA or Eligible Employer Plan;
- made in connection with your separation from service at or after age 55;
- made after your disability or death;
- used to pay medical expenses that are deductible for federal income tax purposes;
- paid under a qualified domestic relations order; or
- paid in the form of installments over your life expectancy (or the joint life expectancy of you and your spouse).

### **In-Plan Roth Conversions**

You may elect to convert your non-Roth contributions accounts to a Roth Rollover account. At the time of the conversion, the amounts converted become taxable income to you. There is no premature withdrawal penalty tax on the Roth conversion, but you will be taxed on the amounts converted as ordinary income. The funds in your Roth Rollover account will not be taxed again when later distributed to you (including earnings if the distribution is a Qualified Roth Distribution), as long as you wait until the Roth Rollover account is distributable without penalty. However, if you make a premature withdrawal, you may have to pay taxes on the investment earnings. The principal amount of a Roth conversion generally is not subject to a premature withdrawal penalty, but if you have a premature withdrawal within 5 years of the conversion, the principal and earnings withdrawn are subject to the 10% federal penalty tax (and any applicable tax penalty taxes). Please consult with your personal tax advisor to determine if this conversion is appropriate for you.

### **Lump Sum Distributions**

Special federal income tax rules apply to “lump sum distributions.” A lump sum distribution is generally the payment of the entire balance of your accounts within one taxable year after you attain age 59½ or you die or terminate employment with Cisco or any Cisco subsidiary.

If you were age 50 or older on December 31, 1985, you or your beneficiary may elect to have a lump sum distribution taxed under the special 10-year averaging rule (using 1986 tax rates), and elect to apply the capital gains rules (using a flat tax rate of 20% on the capital gain portion of the pre-1974 portion of the distribution). To elect 10-year averaging or long-term capital gains treatment, you must file an IRS Form 4972 with your tax return for the year in which you receive your Plan distribution. Generally, you may make only one election to use one of these special tax rules. Once you make an election, you can never claim 10-year averaging or long-term capital gains treatment on any other distributions you may receive due to your status as a participant in other tax-qualified plans, including plans of another employer. Consequently, you may want to combine your Plan distribution with all other qualifying distributions you receive during the year.

## **XI. Miscellaneous Plan Information**

### **How the Plan is Funded and Administered**

Your Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, Catch-Up Contributions and rollover contributions, together with all Matching Contributions and profit sharing contributions (if any) made on your behalf by Cisco (or any participating Cisco subsidiary), will be deposited into a single trust fund under the control and management of the Plan Trustee. All benefits provided by the Plan will be paid directly from the trust fund. Reasonable Plan expenses may be paid from Plan assets.

The Benefit Plans Committee is the Administrator of the Plan. The Benefit Plans Committee, in its capacity as Administrator, has full discretionary authority and responsibility to administer and interpret the Plan, and full authority and responsibility for most matters relating to the operation of the Plan, including (without limitation): determining eligibility for participation and benefits under the terms of the Plan, interpreting ambiguous Plan terms, maintaining records of all Plan transactions and providing each participant with a statement of his or her Plan account balance at least once each Plan Year. The Benefit Plans Committee may from time to time delegate the operation and administration of the Plan, as it deems appropriate, to one or more committees, individuals or entities. Unless expressly provided otherwise, such delegation will carry with it the Administrator's full discretionary authority to accomplish the delegation. Any determination by the Administrator or its delegate will be final and conclusive on all persons. Only the Administrator is authorized to make administrative interpretations of the provisions of the Plan and will do so only in writing. You should not rely on any representations, whether oral or in writing, which any other person may make concerning Plan provisions and your entitlement to benefits.

#### **Assignment of Benefits**

You may not transfer or assign your right to receive benefits under the Plan. In addition, you may not use your right to benefits as collateral for any loan you obtain, other than a permissible loan from the Plan. Your benefits are not subject to the claims of your creditors or to attachment by legal process (other than federal tax levies and judgments, the enforcement of offset rights or security interests granted in connection with plan loans or offsets against amounts you are required to pay the Plan in accordance with Code Sections 401(a)(13)(C) and (D)). Plan benefits, however, are subject to division in divorce proceedings and may also, under certain circumstances, be applied to the satisfaction of child support and alimony claims pursuant to court order.

Should a court order be issued to the Plan directing the payment of part or all of your accounts to a designated person in satisfaction of child support or alimony claims or in settlement of marital property rights, you will be promptly notified and informed of the process for determining whether the order meets the standards of a qualified domestic relations order ("QDRO"). During the period the qualified status of the order is being determined, any benefits in dispute between you and such person will be placed in a special account maintained under the Plan.

If the Administrator determines that the order is a QDRO, then the special account (together with any investment earnings) will be paid to the person named in the court order in accordance with the terms of that order. However, should the Administrator find that the order does not qualify or that its qualified status cannot be determined, then no benefits will be paid out to that person. Any subsequent determination that the order does qualify will be applied by the Administrator on a prospective basis only. You can obtain, without charge, a copy of the Plan's procedures governing qualified domestic relations order determinations from the Administrator. You may request a DRO Model Order and DRO procedures be mailed to you by calling the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance). Your Plan account will be charged \$300 (if you use the Fidelity Standard QDRO form) or \$1,200 (if you modify the Fidelity Standard QDRO form or use custom QDRO language) as a fee to review and process the domestic relations order.

## **Amending or Terminating the Plan**

Although Cisco expects to maintain the Plan indefinitely, it has reserved the right to terminate the Plan in whole or in part at any time. If the Plan is terminated, you will immediately become 100% vested in all of your Plan accounts (if you are not already 100% vested), unless you forfeited the non-vested portion prior to the termination date. All accounts will remain part of the Plan until distributed in accordance with the Administrator's directives.

The Administrator may amend the provisions of the Plan at any time, for any reason and may do so from time to time in order to maintain the tax-qualified status of the Plan under the Code or to facilitate Plan administration. However, any amendments to the Plan which increase the rate or level of contributions required by the Company must be authorized by the Company. Notwithstanding the foregoing, no amendment may take away the vested balance of your Plan accounts or any rights you may have earned to date under the Plan.

## **No Guarantee of Employment**

The adoption and maintenance of the Plan by Cisco (or any participating Cisco subsidiary) is not a contract of employment between you and Cisco (or any participating Cisco subsidiary). Nothing contained in the Plan or this SPD gives you the right to be retained in the employ of Cisco (or any participating Cisco subsidiary) or to interfere with the right of Cisco (or any participating Cisco subsidiary) to discharge you at any time, nor does the Plan give Cisco (or any participating Cisco subsidiary) the right to require you to remain in the employ of Cisco (or any participating Cisco subsidiary) or to interfere with your right to terminate your employment with Cisco (or any participating Cisco subsidiary) at any time.

## **Merged-in Plans**

If you were a former participant in one of the following Code Section 401(k) plans that was merged into the Plan, different provisions may apply to you:

- Summa Four, Inc. 401(k) Plan
- Riverhead Networks Retirement Trust
- Cisco-Linksys, LLC 401(k) Plan
- dynamicssoft, Inc. 401(k) Plan
- Sheer Networks, Inc. Retirement Trust
- Insieme 401(k) Plan
- Splunk Inc. Retirement Plan

If this applies to you, please contact the Administrator for more information.

## **XII. ERISA Rights**

### **Receive Information About Your Plan and Benefits**

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan, including a copy of the Plan's procedures concerning QDROs, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (formerly, the Pension and Welfare Benefit Administration).
- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated SPD. The Administrator may make a reasonable charge for the copies. You may obtain a copy (without charge) of the Plan's procedures concerning qualified domestic relations orders.
- Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you the amount of your Plan account balance(s), the portion of your Plan account balance(s) you currently have a right to, and when you will have the right to receive payment. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**ADDITIONAL PLAN INFORMATION**

|                                    |                                                                                                                                                                                                 |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Plan                       | Cisco Systems, Inc. 401(k) Plan                                                                                                                                                                 |
| Plan Number                        | 001                                                                                                                                                                                             |
| Company Sponsoring the Plan        | Cisco Systems, Inc.<br>170 West Tasman Drive<br>San Jose, California 95134                                                                                                                      |
| Employer Identification Number     | 77-0059951                                                                                                                                                                                      |
| Plan Administrator                 | Benefit Plans Committee<br>Cisco Systems, Inc.<br>170 West Tasman Drive<br>San Jose, California 95134<br>(408) 526-4000                                                                         |
| Plan Trustee                       | Fidelity Management Trust Company<br>245 Summer Street<br>Boston, Massachusetts 02110                                                                                                           |
| Agent for Service of Legal Process | Legal process may be served upon the Administrator<br>or the Plan Trustee.                                                                                                                      |
| Type of Plan                       | Profit Sharing Plan with a Cash or Deferred<br>Arrangement under Internal Revenue Code Sections<br>401(a), 401(k) and 401(m).                                                                   |
| No Insurance                       | The benefits under this type of Plan are not insured by<br>the Pension Benefit Guaranty Corporation ("PBGC")<br>because the insurance program does not apply to profit<br>sharing/401(k) plans. |
| Plan Year                          | The calendar year: January 1 through December 31                                                                                                                                                |

**CISCO SYSTEMS, INC.**  
**LOAN GUIDELINES**

**SEPTEMBER 1, 2025**

These guidelines are a summary of the general rules regarding loans initiated under the Cisco Systems, Inc. 401(k) Plan (the “Plan”). Additional information is available from the Benefits Department or Fidelity. These Guidelines are a part of the Plan and will be administered in accordance with the other terms of the Plan. (In these Guidelines, references to the “Company” include Cisco Systems, Inc. and any subsidiary of Cisco Systems, Inc. whose employees are eligible to participate in the Plan.)

The items covered in these Guidelines are as follows:

| <b>Item</b> | <b>Subject</b>                                  |
|-------------|-------------------------------------------------|
| 1.          | Eligibility for Loans                           |
| 2.          | Purpose of Loans                                |
| 3.          | Term of Loans                                   |
| 4.          | Number and Frequency of Loans                   |
| 5.          | Minimum Amount of Loan; Minimum Account Balance |
| 6.          | Maximum Amount of Loan                          |
| 7.          | Source of Loan Funds                            |
| 8.          | Interest Rate                                   |
| 9.          | Loan Repayment                                  |
| 10.         | Loan Fees                                       |
| 11.         | Promissory Note; Security for the Loan          |
| 12.         | Loan Application and Processing                 |
| 13.         | Leaves of Absence                               |
| 14.         | Termination of Employment                       |
| 15.         | Death                                           |
| 16.         | Defaults                                        |
| 17.         | Guidelines Subject to Change                    |

**1. Eligibility for Loan**

Only the following categories of Plan participants are eligible to take loans from the Plan:

- (a) employees of the Company; and
- (b) employees who are no longer on the U.S. payroll of the Company due to being transferred to employment with a foreign subsidiary of the Company (an “International Transfer”).

Former employees are not eligible to take loans. (If you already have an outstanding loan from the Plan and are contemplating taking an unpaid leave, see Item 13 below.)

**2. Purpose of Loans**

You may use a Plan loan for any purpose - there are no restrictions. However, if you use a Plan loan for the construction or purchase of your principal residence, you have the option of designating a longer payback period for the loan than you do for loans for other purposes (see Item 3 below).

### 3. Term of Loans

Except for principal residence loans (see below), your loan must be repaid over a term of no more than 5 years. However, you may choose a shorter repayment term. The Loans section of the Plan's website ([www.Cisco401kPlan.com](http://www.Cisco401kPlan.com)) contains a modeling tool where you can choose various repayment terms to evaluate the biweekly payback amount.

If you are going to use a Plan loan for the construction or purchase of your principal residence, you have the option of designating a repayment term of up to 10 years.

### 4. Number and Frequency of Loans

You may not have more than one loan issued from the Plan outstanding at any one time, regardless of type. For example, you may have either one general loan or one residential, but not one general and one residential loan. The Plan has a 10 business-day waiting period between loans. You may not refinance an existing loan or replace it with a new loan.

### 5. Minimum Amount of Loan; Minimum Account Balance

The minimum amount of a loan is \$500. The minimum account balance that you must have to take out a loan is \$1,000.

### 6. Maximum Amount of Loan

The maximum amount that you may borrow on a loan is the lesser of:

- (a) 50% of your Plan account balance or
- (b) the limit imposed by IRS regulations (\$50,000, reduced by your highest outstanding loan balance under the Plan during the one year period prior to the date of the loan).

### 7. Source of Loan Funds

To fund your loan, a portion of your Plan investments will be sold. Loan amounts will be withdrawn from your account on a pro rata basis from the investment options in which you have invested your Plan account. If you have a brokerage account as part of the Plan, additional rules may apply.

**(Note:** You may not specify how your loan funds will be taken out of your different contribution accounts, *e.g.*, pre-tax, matching contributions, and rollover accounts. The Contribution source for loans is also done on a pro rata basis.)

### 8. Interest Rate

Each loan from the Plan will bear interest at a fixed rate during the entire life of the loan. The rate will be set at the beginning of the loan and will be equal to 1 percent above the "Prime Rate" issued by the Federal Reserve. The Company will determine this rate once each month on the last banking day of the month and the rate determined on such date will be assigned to all loans which are processed during the next month.

### 9. Loan Repayment

Equal loan repayments (including principal and interest) must be made over the term of the loan. Whenever possible, payments will automatically be deducted from your paycheck (see item 13 below concerning repayments during leaves of absence). International Transfers must make loan payments directly to Fidelity from an account at a financial institution located in the United States. At the time your loan is processed, Fidelity will

provide you with a Loan Agreement and Truth in Lending Disclosure form, which details the number of payments and the amount of each payment.

Principal and interest payments on an outstanding loan will be credited to your Plan contribution accounts as soon as practicable following the receipt of payment. The amounts received in repayment of your loan will be allocated among the various investment options in accordance with your contribution investment elections that are in effect at the time the loan repayments are received. If you are not currently making contributions, loan repayments will be allocated among the various investment options in accordance with your account investment elections that are in effect at the time the loan repayments are received.

If you want to repay your loan ahead of schedule, you may prepay all or a portion of the outstanding balance of your loan at any time. You should contact the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) for details. If you prepay your loan in full, your payroll deductions for loan payments will end. Partial repayments and prepayments of periodical payments are not permitted.

#### 10. Loan Fees

Each loan from the Plan will be subject to an initial set-up fee of \$50.00. This fee will automatically be deducted from your Plan account by Fidelity. The initial set-up fee will be deducted when your loan is first processed. This loan fee is not refundable for any reason.

#### 11. Promissory Note; Security for the Loan

You will be required to sign a promissory note for each loan. The loan will be secured by 50% of your current Plan account.

#### 12. Loan Application and Processing

You may process your loan online via the Fidelity website at [www.Cisco401kPlan.com](http://www.Cisco401kPlan.com), or by contacting the Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance).

#### 13. Leaves of Absence

Subject to the requirements otherwise described in these Guidelines, you are eligible to receive a Plan loan while you are on a leave of absence from your employment by the Company. If you take a leave of absence while you have a Plan loan outstanding, then your loan repayments will be deducted from any salary continuation benefits (*i.e.*, PTO) you receive from the Company. If you are on a military leave or your pay from the Company is less than the payments due on your loan, your loan payments may be suspended while you are on leave (up to a maximum of 12 months for non-military leaves). If you choose to suspend your loan payments, interest will continue to accrue during your leave (federal law requires that if you are on a military leave, the interest rate on your loan may not exceed 6% during the period of your military leave). If you wish to suspend your loan payment while you are on a paid military leave, please contact HR Support at 866 282-3866, option 4. If you wish to make loan payments while you are on leave or after 12 months, you will make your loan payments directly to Fidelity.

Following the end of your leave (or 12 months, if earlier for a non-military leave), the term of your loan will be extended by the length of your leave (but not beyond the 5-year IRS maximum for non-home loans that are reamortized due to a non-military leave) and the loan will be reamortized. After reamortization, the new payment amount may not be less than your original payment amount.

If you fail to make payments on a loan after you have been on an unpaid non-military leave for more than 12 months, this will be treated as a loan default (see item 15).

Further information on outstanding Plan loans during leaves is detailed in the Benefits Summary that you will receive as part of your leave paperwork.

#### 14. Termination of Employment

If you have an outstanding loan when you terminate employment, you have the following options based on your Plan account balance:

You have the option of paying your loan balance in full. If you do not pay the loan balance by the end of the quarter following the quarter that includes your termination date, the loan will be considered in default and result in a taxable event and the issuing of an IRS Form 1099. Please contact Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) as soon as possible after your termination date if you wish to pay your loan balance in full.

If your Plan account balance is greater than \$1,000, you have the additional option of continuing to make your loan payments directly to Fidelity. Please contact Fidelity to request the necessary form to continue your payments via ACH. If you wish to utilize this option, you must leave your balance within the Plan during the time you are making payments. You may continue making these payments for the life of your loan, per the original amortization schedule, or as long as you keep an eligible balance in your Plan account. If at any time your Plan account balance is \$1,000 or less, or if you decide to take a distribution, then your only option will be paying your loan balance in full or your loan will default. Also, if you choose this option, the loan will be considered to be in default if any periodic payment is not remitted by the end of the calendar quarter following the calendar quarter during which the payment was due. If you have any additional questions on this process, or if you do not receive the necessary ACH form within 60 days of your termination date, please contact Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance).

**NOTE:** If you have an outstanding loan, and you elect a direct rollover into your new employer's qualified plan, you may be able to roll over your outstanding loan balance also. Check with the receiving plan and see if they allow the rollover of outstanding loans. If they do, then you must contact Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance) and request a Loan Rollover Form to be mailed to you. You must complete this form and return it to the Cisco Systems, Inc. Benefits Department to request a rollover of your account and loan to a new employer's qualified plan. A distribution or rollover initiated directly through the Plan's website or the phone center without completion of this form will cause your loan to automatically default.

If your Plan loan does default after your termination of employment, then the total outstanding balance of your loan will be considered as an offset distribution from your Plan account. An offset distribution works as follows: the offset amount will be treated, for tax purposes, as if you had received an actual cash distribution from the Plan in the amount of the entire outstanding loan balance of principal and accrued but unpaid interest. The effect of a distribution following termination of employment is discussed in the Special Tax Notice portion of the "Participant Distribution Notice." This Notice can be found on-line in the "Forms" section of U.S. Benefits Portal, or you can request a copy of the Notice from the Plan Literature section of the Fidelity website ([www.Cisco401kPlan.com](http://www.Cisco401kPlan.com)) or by phone from Cisco 401(k) Service Center at Fidelity at 866 594-4015 (dial 711 for TRS assistance).

#### 15. Death

In the event of your death, the entire balance of your loan becomes immediately due and payable. The outstanding balance of your loan will be repaid by withholding and offsetting it against the amount eligible for distribution to your beneficiary.

#### 16. Defaults

A loan will be considered to be in default if any periodic payment is not remitted by the end of the calendar quarter following the calendar quarter during which the payment was due. In such a case, the full balance outstanding on your note will be treated as a "deemed distribution" to you (which will be treated as taxable income in the year of the default). A deemed distribution may be subject to the 10% additional tax on early distributions and other penalties. You may not rollover a deemed distribution.

A deemed distribution is not an actual distribution of a Plan benefit. Accordingly, the promissory note of your loan will continue to be an asset of your Plan account (*i.e.*, it will continue to be an item on your participant statement), and interest will continue to accrue on the loan until the unpaid amount of the loan is offset against your Plan account. As a loan that is deemed distributed is considered to be still outstanding, you will not be eligible for another loan under the Plan unless you repay the loan.

You may repay the loan after the deemed distribution. If you make any repayments on the loan, the repayments will be treated as after-tax contributions when they are distributed to you from the Plan (*i.e.*, you will not be taxed on such amounts).

The unpaid amount of the loan will be offset against your Plan account at the time you become eligible to receive a distribution from the Plan (*i.e.*, termination of employment). The loan offset will not be a taxable event to you.

#### 17. Guidelines Subject to Change

These loan Guidelines are administered by the Company. The Company may change these loan Guidelines at any time. However, any changes to the loan Guidelines will not affect any loan that you have outstanding without your written consent. If you have any questions about these loan Guidelines, please contact Cisco Systems, Inc. 401(k) Plan Administrator, Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134.

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