



## REGIONAL PROVISIONS

The following country and/or regional specific provisions (the “**Regional Provisions**”) shall apply to you, the Subcontractor, when providing services to Cisco in any of the following countries and/or regions, as applicable, pursuant to the Professional Services Subcontract Agreement (the “**Agreement**”) between you and Cisco.

Please note if you are performing services in more than one of the areas you should view all of the relevant Regional Provisions to ensure that you meet all Applicable Laws for those countries/regions.

IN ACCORDANCE WITH THE AGREEMENT BETWEEN CISCO AND SUBCONTRACTOR, SUBCONTRACTOR COVENANTS, REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH THE FOLLOWING REGIONAL PROVISIONS RELATED TO THOSE COUNTRIES OR REGIONS SPECIFIED BELOW.

### ITALY PROVISIONS

If Cisco Systems (Italy) S.r.l. is a party to any SOW, such SOW shall be deemed to incorporate the following terms:

#### Italian Legislative Decree:

Subcontractor represents that it is acquainted with the law regulating the administrative responsibility of legal entities for crimes committed by its legal representatives and, more specifically, with the provisions of Italian legislative decree 8 June 2001 n. 231. Subcontractor further represents that it has reviewed the Subcontractor Ethics Policy and Cisco’s Code of Business Conduct, as set forth in the Agreement, and shall fully comply, throughout the duration of the Agreement, with the rules and principles there contemplated.

*[End of Italy Provisions]*

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## JAPAN PROVISIONS

To the extent Subcontractor provides services to Cisco Systems G.K., a company organized and existing in Japan having its principal place of business at Midtown Tower, 7-1, Akasaka 9-chome, Minato-ku, Tokyo 107-6227 Japan, or performs Services in Japan, under the Agreement or any SOW, the following Japan Provisions apply:

### Elimination Of Antisocial Forces:

1. Representation. Subcontractor represents that Subcontractor (in case of a corporation, including its directors and employees) is not an organized crime group as prescribed under Article 2 of the Act on Prevention of Unjust Acts by Organized Crime Groups (Act No. 77 of 1991), a person who is a member of an organized crime group as prescribed in the same article, or a person for whom five (5) years has not yet passed since said person ceased to be a member of an organized crime group, an associate member of an organized crime group, a gang-affiliated company, a professional troublemaker at stockholders' meetings, a professional political agitator who supports social movements, or special intelligence violence groups, or a person equivalent to the above (hereinafter referred to as "**Antisocial Forces**"), and also assures that Subcontractor does not fall under any of the following items and shall promise the same in the future as well:
  - a. Have a relationship that is recognized as under the control of management by Antisocial Forces;
  - b. Have a relationship by which it is found that there is actual involvement of Antisocial Forces in management.
  - c. Have a relationship by which it is found that there is unfair use of Antisocial Forces for the purpose of acquiring wrongful gain for themselves, their own company, or a third party, or to cause damage to a third party.
  - d. Have a relationship by which it is found that there is involvement such as providing funds, etc. to Antisocial Forces or providing favors to them.
  - e. Have directors or persons substantially engaging in management which have a relationship with Antisocial Forces in a socially reprehensible way.
2. Assurance. Subcontractor shall itself or through use of a third party assure not to commit acts that fall under any of the following items (in case of a corporation, including its director and employees):
  - a. Make violent demands;
  - b. Make unreasonable demands that go beyond the limits of legal liability;
  - c. Use threatening behavior or violence related to a transaction;
  - d. Commit acts that damage the credit of Cisco or interfere with the business of Cisco through the spreading of rumors or the use of fraudulent means or force;
  - e. Any act equivalent to any of the acts set forth in the preceding items.
3. Re-entrustment:
  - a. Subcontractor shall not entrust business to any person or persons who are found to be Antisocial Forces or any person who falls under any of the items of Section 1 or Section 2. When Subcontractor entrusts business (including cases in which the entrusted party further entrusts business to a third party), Subcontractor shall confirm that said third party (in case of a corporation, including its directors and employees) is not a member of an Antisocial Force and said third party does not fall under any of the items of Section 1 or Section 2, and Subcontractor shall have that said third party make the same promises prescribed under Section 1 and Section 2.



- b. If a violation of the preceding paragraph is found, Cisco may request that Subcontractor cancel the agreement related to the entrustment, or take necessary measures so that the violation ceases.
  - c. The provisions in Paragraph b above shall apply in cases where execution of business entrusted by Cisco is entrusted to a third party such as when executing the entrusted business the entrusted party further entrusts the business in whole or in part to a subcontractor.
4. Cancellation of Agreement in case of involvement of Antisocial Forces:
- a. If Cisco deems that Subcontractor (in case of a corporation, including its directors and employees) is in violation to Section 1 and Section 2, Cisco may without advance notice at its sole and absolute discretion immediately terminate the Agreement in whole or in part.
  - b. When Subcontractor violates Paragraph 3.b and knowingly entrusts business to a party who is found to be Antisocial Forces or who falls under any of the items in Section 1 or Section 2, Cisco may without advance notice at its sole and absolute discretion immediately terminate the Agreement in whole or in part.
  - c. When Subcontractor falls under the provisions of Section 1 or Section 2, regardless of whether or not Cisco terminates the Agreement, Subcontractor shall, by the due date instructed by Cisco, pay to Cisco as penalty charges an amount equivalent to 10% of the amount quoted in that respective SOW.
  - d. The preceding paragraph shall not preclude claims for damages by Cisco against Subcontractor regarding damage that Cisco suffers in excess of the amount of the penalty charge.
  - e. Should Subcontractor suffer damages as a result of termination based on the provisions in Section 1 or Section 2, Subcontractor shall not make any claim against Cisco.

*[End of Japan Provisions]*

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## USA PROVISIONS

If and to the extent Subcontractor provides Services to Cisco Systems, Inc. or performs Services in the United States of America, under the Agreement or any SOW, the following USA Provisions apply:

### **Executive Orders:**

Federal Contractor Requirements. Where Cisco Systems, Inc. is a party to the SOW, the SOW will be subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into the SOW by reference, as applicable. In addition, such SOW will be subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated into the SOW by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.

*[End of Executive Orders]*

If and to the extent Subcontractor provides temporary workers to perform staff augmentation, or time and material services for Cisco Systems, Inc. in the United States of America, under the Agreement or any SOW, the following USA Provisions apply:

### **Patient Protection and Affordable Care Act (the "ACA"):**

ACA Coverage. Subcontractor will offer all personnel that Subcontractor assigns to Cisco on a full-time basis (as defined pursuant to the ACA and Treas. Reg. § 54.4980H-3) (the "**Subcontractor Personnel**") the opportunity to enroll in health coverage for themselves, and their dependents as defined in Treas. Reg. § 54.4980H-1 (a)(12). Such health coverage shall, within the meaning of the ACA and Treas. Reg. § 54.4980H-1 et seq., be "minimum essential coverage" that provides "minimum value" and is "affordable" to the Subcontractor Personnel. Subcontractor will offer such health coverage to applicable Subcontractor Personnel as of the first day the Subcontractor Personnel begins works at Cisco.

Premiums. Subcontractor shall charge Cisco a premium agreed to in writing for each Subcontractor Personnel who elects to enroll in health coverage described above on a monthly basis. Upon Cisco request, Subcontractor shall provide certification of coverage within 30 days of written submission of request.

Indemnification. In addition to any other indemnification provisions set forth in the Agreement, Subcontractor shall indemnify Cisco for any and all penalties (including assessable payments under Internal Revenue Code § 4890H) that are assessed to Cisco on account of Subcontractor's failure to offer such health coverage to any Subcontractor Personnel. Cisco's agreement to pay the additional charge described herein shall not in any way be interpreted or construed as an admission of a common law employment or other employment relationship between Cisco and the Subcontractor Personnel for any other purposes. This section is intended to control all indemnification situations between the parties related to the subject matter herein and no limitations or exclusions of any liabilities, or indemnification provisions in any other agreements between the parties shall be applicable to this USA Provisions to relieve Subcontractor of its indemnification obligations hereunder. This section shall survive any expiration or termination of the Agreement.

Submission of Invoices. Subcontractor shall submit invoices as set forth in the Agreement. Subcontractor is responsible to invoice Cisco for each Subcontractor Personnel who elected ACA coverage during the period covered by said invoice. As individual participation in coverage is subject



to change, Subcontractor shall reconcile premium amounts invoiced for Subcontractor Personnel electing healthcare on a semi-annual basis and invoice/rebate Cisco in the month thereafter. Failure to comply with this invoicing requirement shall be deemed as breach of agreement and may result in termination of Services.

*[End of ACA]*

**Contingent Worker Export Regulations:**

Subcontractor acknowledges that contingent workers supplied to Cisco by Subcontractor may be subject to US deemed export regulations governing access to Cisco, or Customer technologies by non-US persons as defined by the regulations found at: [http://www.cisco.com/wwl/export/compliance\\_provision.html](http://www.cisco.com/wwl/export/compliance_provision.html). Subcontractor will comply with such laws and regulations and will secure all required US government licenses and approvals prior to allowing any contingent worker access to Cisco, or Customer technologies. Subcontractor agrees to take timely action to obtain such required licenses, approvals and renewals. Cisco reserves the right to request a copy of the validated current licenses from Subcontractor.

*[End of Contingent Worker Export Regulations]*

*[End of USA Provisions]*

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## UNITED KINGDOM PROVISIONS

To the extent Subcontractor provides services to Cisco International Limited, registered in England and Wales having a principal place of business at 9-11 New Square Park, Bedfont Lakes, Feltham, England TW14 8HA, United Kingdom, or performs Services in England, under the Agreement or any SOW, the following provisions apply:

### **Cisco IR35 Policy**

Cisco will not accept or renew engagements for labour where the contingent worker is engaged via a Personal Service Company ("PSC") (whether directly or via a supplier) where Cisco is considered the end user client under the upcoming IR35 off-payroll working rules in United Kingdom. A PSC for these purposes is the contingent worker's own intermediary which may be a company (irrespective of whether the contingent worker holds any shares in the company), a partnership or an individual.

Cisco requires all UK contingent workers providing services as an individual via a supplier (e.g., a temporary work agency or an agency) to be directly employed by a UK supplier, with the supplier deducting employment taxes and employee National Insurance contributions and paying employer National Insurance contributions.

Supplier is required to provide a "UK Employment Confirmation Letter" for each contingent worker using a Cisco approved template, provided at the time of the contingent worker onboarding.

Where workers are not onboarded to Cisco (no Cisco User ID is generated, no system or building access), but are working under a managed service contract it will be the supplier that is the end client as the worker is not providing labour to Cisco. It will therefore be the supplier's responsibility to conduct an SDS assessment for the worker and comply with all their obligations under IR35.

Supplier will implement any required changes in relation to this provision, including with respect to any Supplier arrangements, and ensure full and ongoing compliance with these requirements. Please contact Cisco if you have questions.

*[End of United Kingdom Provisions]*

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