

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) July 10, 2019

PALO ALTO NETWORKS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35594
(Commission
File Number)

20-2530195
(IRS Employer
Identification No.)

3000 Tannery Way
Santa Clara, California 95054
(Address of principal executive office, including zip code)

(408) 753-4000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, \$0.0001 par value per share	PANW	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 10, 2019, René Bonvanie informed Palo Alto Networks, Inc. (the “Company”) of his decision to resign from his position as Chief Marketing Officer of the Company, effective August 1, 2019. Mr. Bonvanie will continue to be employed by the Company as Executive Vice President, Strategic Accounts, reporting to the Company’s Chief Executive Officer. The terms of Mr. Bonvanie’s offer letter were amended and his annual base salary will be \$200,000 commencing August 1, 2019. Effective August 1, 2019, he will be eligible to participate in the Company’s incentive bonus plan with a target annual incentive compensation payment of 50% of his then-current annual base salary based on the achievement of certain objectives. Mr. Bonvanie will forfeit his performance stock option awards covering 419,183 shares of the Company’s common stock effective as of August 1, 2019, while his other equity awards covering shares of Company common stock will continue to vest, subject to Mr. Bonvanie’s continued service. He will also continue to be eligible to participate in the Company’s equity incentive plans and its other employee benefit plans.

The foregoing description of Mr. Bonvanie’s amended offer letter is qualified in its entirety by the full text of such letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Effective August 1, 2019, Jean English will join the Company and serve as the Company’s Chief Marketing Officer, reporting to the Company’s Chief Executive Officer. Ms. English brings a wealth of leadership and experience to the role. Prior to joining the Company, Ms. English served as Senior Vice President and Chief Marketing Officer at NetApp Inc., a provider of hybrid cloud data services and data management, for three years. Prior to joining NetApp, she served as the global vice president for IBM Cloud Marketing and led the go-to-market transformation for IBM’s cloud business.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	<u>Amended Offer Letter between the Registrant and René Bonvanie, dated July 10, 2019.</u>
99.1	<u>Press release dated as of July 11, 2019.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PALO ALTO NETWORKS, INC.

By: /s/ Kathleen Bonanno
Kathleen Bonanno
Chief Financial Officer

Date: July 11, 2019



July 10, 2019

René Bonvanie
c/o Palo Alto Networks, Inc.

Re: Updated Terms of Employment

Dear Rene:

This letter agreement (the "**Agreement**") is entered into between Palo Alto Networks, Inc. ("**Palo Alto Networks**," the "**Company**" or "**we**") and you. This Agreement is effective upon your resignation as the Company's Chief Marketing Officer as of August 1, 2019 ("**Effective Date**"). The Company accepts your resignation as Chief Marketing Officer and expresses appreciation and gratitude for your service. The purpose of this Agreement is to confirm the updated terms and conditions of your continued employment following your resignation as Chief Marketing Officer.

1. **Position.** Beginning on the Effective Date, you will continue to be an employee of the Company and report to the Chief Executive Officer and shall perform such duties and responsibilities as are requested by the Chief Executive Officer. Your new title will be Executive Vice President, Strategic Accounts. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. You may engage in civic and not-for-profit activities, as long as such activities and service do not interfere with the performance of your duties hereunder. By signing this Agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

2. **Compensation.**

(a) **Base Salary.** Your salary will be reduced to an annualized rate of \$200,000 per year as of August 1, 2019, payable in accordance with the Company's standard payroll schedule. Your salary, as well as any other cash amounts payable under this Agreement, will be subject to applicable tax withholdings. Your salary may be adjusted from time to time by the Company's Board of Directors (the "**Board**") or the Compensation Committee of the Board (the "**Compensation Committee**") or the Chief Executive Officer in their sole discretion.

(b) **Annual Incentive Compensation Payment.** You will continue to have the opportunity to earn a target annual incentive compensation payment of 75% of your current

annual base salary for the 2019 fiscal year based on the achievement of certain objectives, as established by the Board and/or the Compensation Committee, subject to your continued employment through and until the date of payment. The incentive compensation will be paid no later than March 15 of the year following the year in which such incentive compensation was earned.

As of August 1, 2019, you will have the opportunity to earn a target annual incentive compensation payment of 50% of your then-current annual base salary based on the achievement of certain objectives, as established by the Board, the Compensation Committee or the Chief Executive Officer, subject to your continued employment through and until the date of payment. The incentive compensation will be paid no later than March 15 of the year following the year in which such incentive compensation was earned.

(c) Equity Awards. You agree that as of the Effective Date, you forfeit and terminate all rights to your performance stock option covering 419,183 shares granted on October 20, 2018 (the "PSO"). Other than the PSO, as of the Effective Date, you will continue to vest in your then-outstanding equity awards in accordance with the terms and conditions set forth in the corresponding equity award agreements.

3. At Will Employment. While we look forward to a continued productive relationship, your employment with the Company, however, is for an unspecified period of time and this Agreement creates an at-will employment relationship that may be terminated (subject to the terms of this Agreement) by you or the Company at any time for any reason and with or without cause or prior notice. Upon termination of your employment for any reason, you shall be entitled to receive any compensation earned and reimbursements due through the effective date of termination.

4. Benefits. You will also continue to be eligible to participate in benefit plans established by the Company for its employees from time to time. Upon your termination of employment with the Company for any reason, you will be paid your salary through your date of termination.

5. Confidentiality; Compliance with Policies. As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, as a condition of your employment you were required to sign the Company's "Employee Invention Assignment and Confidentiality Agreement" on or prior to your start date. You represent that your signing of this Agreement and the Company's Employee Invention Assignment and Confidentiality Agreement, and your continued employment with the Company, will not violate any agreement currently in place between yourself and current or past employers. You agree to continue to be bound by the policies and procedures of the Company now or hereafter in effect relating to the conduct of employees.

6. Governing Law: Arbitration. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California (without regard to its laws relating to choice-of-law or conflict-of-laws). You and the Company shall submit to mandatory and exclusive binding confidential arbitration of any controversy or claim arising out of, or relating to, this Agreement or any breach hereof or otherwise arising out of, or relating to, your employment with the Company or the termination thereof, provided, however, that the parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining injunctive relief from a court having jurisdiction over the parties related to the improper use, disclosure or misappropriation of a party's proprietary, confidential or trade secret information. Such arbitration shall be conducted through JAMS in the State of California, Santa Clara County, before a single neutral arbitrator, in accordance with the JAMS' then-current rules for the resolution of employment disputes. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. You shall bear only those costs of arbitration you would otherwise bear had you brought a covered claim in court. Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This agreement to arbitrate does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee's ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims.

7. Miscellaneous.

(a) Successors. This Agreement shall inure to the benefit of and be binding upon the Company and any of its successors, and (b) you and your heirs, executors and representatives in the event of your death. Any successor to the Company shall be deemed substituted for the Company under the terms of this agreement for all purposes. In the event of a change in control, the Company agrees to obtain assumption of this Agreement by its successor.

(b) Modification. This Agreement, including, but not limited to the at will provision above, may not be amended or modified other than by a written agreement designated as an amendment and executed by you and an officer of the Company, although the Company reserves the right to unilaterally modify your compensation, benefits, job title and duties.

(c) Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

(d) Complete Agreement. This Agreement (together with the Employee Invention Assignment and Confidentiality Agreement, the D&O Indemnification Agreement,

the Company's 2005 Equity Incentive Plan, the Company's 2012 Equity Incentive Plan and any equity award agreements issued thereunder) represents the entire agreement between you and the Company with respect to the material terms and conditions of your employment, and supersedes and replaces all prior discussions, negotiations and agreements, including, but not limited to, the employment letter between you and the Company dated December 19, 2011.

(e) Counterparts. This Agreement may be executed (i) in counterparts, each of which shall be an original, with same effect as if the signatures hereto were on the same instrument; and (ii) by facsimile or pdf. The parties agree that such facsimile or pdf signatures shall be deemed original signatures for all purposes.

[remainder of page left blank]

[signature page to follow]

3000 TANNERY WAY | SANTA CLARA, CA 95054 | MAIN: 408.753.4000 | PALOALTONETWORKS.COM

We are extremely excited about your continued employment with Palo Alto Networks.

Please indicate your acceptance of this Agreement, and confirmation that it contains our complete agreement regarding the terms and conditions of your employment, by signing the bottom portion of this Agreement and returning a copy to me.

For and on behalf of Palo Alto Networks.

/s/ Liane Hornsey

Liane Hornsey, Chief People Officer
Palo Alto Networks, Inc.

Agreed to and accepted:

/s/ René Bonvanie

René Bonvanie

Dated: July 10, 2019

3000 TANNERY WAY | SANTA CLARA, CA 95054 | MAIN: 408.753.4000 | PALOALTONETWORKS.COM

News Release

Palo Alto Networks Welcomes Jean English as New Chief Marketing Officer

René Bonvanie assumes new role as Executive Vice President of Strategic Accounts

SANTA CLARA, Calif., July 11, 2019 — Palo Alto Networks (NYSE: PANW), the global cybersecurity leader, today announced the appointment of marketing veteran Jean English to the position of chief marketing officer (CMO). She will assume the role on August 1, 2019.

English will be based in the company's Santa Clara headquarters and report directly to Palo Alto Networks Chairman and CEO Nikesh Arora. She most recently served as senior vice president and CMO at NetApp for three years. Prior to that, she spent 17 years at IBM in a variety of roles globally, including serving as the global vice president for IBM cloud marketing and leading the go-to-market transformation for IBM's cloud business.

"Jean is an exceptionally experienced and creative marketer with a very strong track record. She will be a great addition to our team and will help further strengthen our position as the clear leader in cybersecurity."

~ Nikesh Arora, chairman and CEO, Palo Alto Networks

"I'm excited and honored to join Nikesh and the team. Palo Alto Networks is uniquely positioned to be the cybersecurity partner of choice for companies around the globe. I particularly look forward to applying my experience in cloud and infrastructure to help customers protect their digital way of life."

~ Jean English, incoming chief marketing officer, Palo Alto Networks

René Bonvanie, current chief marketing officer, has decided to step away from his related responsibilities to allow him to more effectively manage a chronic illness. In his new role, Bonvanie will serve as executive vice-president of strategic accounts. He will report to CEO Nikesh Arora and work closely with President Amit Singh and the go-to-market team.

"René has achieved in a decade what very few marketers have done in their careers by building a globally recognized brand in the cybersecurity industry with Palo Alto Networks. I am very happy that he remains committed to the company and the team and will focus his talents and energy on helping further grow our business."

~ Nikesh Arora, chairman and CEO, Palo Alto Networks

"I am incredibly proud of what we achieved as a team in my 10 years at the company. I remain fully committed to Palo Alto Networks and look forward to my new role."

~ René Bonvanie, EVP and CMO, Palo Alto Networks

About Palo Alto Networks

Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Our mission is to be the cybersecurity partner of choice, protecting our digital way of life. We help address the world's greatest security challenges with continuous innovation that seizes the latest breakthroughs in artificial intelligence, analytics, automation, and orchestration. By delivering an integrated platform and empowering a growing ecosystem of partners, we are at the forefront of protecting tens of thousands of organizations across clouds, networks, and mobile devices. Our vision is a world where each day is safer and more secure than the one before. For more information visit www.paloaltonetworks.com.

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