

**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)  
August 10, 2021**

**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:

- 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:

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

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 August 10, 2021, Palo Alto Networks, Inc. (the “Company”) announced that William “BJ” Jenkins joined the Company as the Company’s President and Amit Singh, formerly our President, will become Chief Business Officer. Prior to joining the Company, Mr. Jenkins, age 55, served as President and CEO of Barracuda Networks, Inc., a computer security and data storage company, from November 2012 through July 2021.

Pursuant to an offer letter, Mr. Jenkins will be entitled to an annual base salary of \$750,000 and his target annual incentive compensation will be 100% of his base salary. In addition, Mr. Jenkins will receive (a) a restricted stock unit award having an approximate value of \$10,000,000, which will vest 40% on the one-year anniversary of the date of grant, 30% during the second year in equal quarterly increments, 20% during the third year in equal quarterly increments and 10% during the fourth year in equal quarterly increments, subject to his continuing with the Company on each vesting date and (b) a performance-based restricted stock unit award (the “PSU”) having an approximate value of \$14,000,000. The attainment of shares under the PSU will be based on performance targets set each year by the Compensation Committee of the Board of Directors for fiscal years 2022, 2023 and 2024. 33% of the PSU shares attained will vest on the first anniversary of the grant date based on company performance for fiscal year 2022; 33% of the PSU shares attained will vest on the second anniversary of the grant date based on company performance for fiscal year 2023 and 34% of the PSU shares attained will vest on the third anniversary of the grant date based on company performance for fiscal year 2024, subject to his continuing with the Company on each vesting date. The equity grants will be granted under the Company’s 2012 Equity Incentive Plan. The foregoing description of Mr. Jenkins’ offer letter does not purport to be complete and is qualified in its entirety by reference to the offer letter, which is attached as Exhibit 10.1 to this report.

Mr. Jenkins executed the Company’s standard form of indemnification agreement (see Exhibit 10.1 to our Annual Report on Form 10-K for the fiscal year ended July 31, 2020 filed with the Securities and Exchange Commission on September 4, 2020).

There are no family relationships between Mr. Jenkins and any director or executive officer of the Company, there is and was no arrangement or understanding between him and any other person pursuant to which he was selected as an officer and he has no direct or indirect material interest in any transaction, or series of transactions, required to be disclosed pursuant to Item 404(a) of Regulation S-K.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	<a href="#">Offer Letter between the Registrant and Mr. Jenkins, dated July 27, 2021.</a>
99.1	<a href="#">Press release dated as of August 10, 2021.</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL).

**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/ Dipak Golechha  
Dipak Golechha  
Chief Financial Officer

Date: August 12, 2021



June 29, 2021

**William Jenkins**  
3000 Tannery Way  
Santa Clara, CA 95054

Dear William,

This letter agreement (the "**Agreement**") is entered into between Palo Alto Networks, Inc. ("**Company**" or "**we**") and William Jenkins ("**Executive**" or "**you**"). We intend that your start date will be August 9, 2021. This Agreement will be effective on your actual start date (the "**Effective Date**").

**Position.** I am pleased to offer you the opportunity to join Palo Alto Networks, Inc. (the "Company") in the position of **President** reporting to the Chief Executive Officer. I am confident that you will find the position tremendously challenging and rewarding. The terms of this offer are contingent upon the satisfactory completion of a background and reference check.

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 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.

**Compensation.** Your base salary will be \$750,000 USD per year, less payroll deductions and all required withholdings. You will be paid semi-monthly and you will be eligible for standard Company benefits. Most insurance benefits will be effective on your start date. Your position will be full time, Exempt employment.

**Variable Incentive Program ("VIP").** Additionally, you will be eligible for an annual variable incentive target of 100% of your base salary (less payroll deductions and all required withholdings) in accordance with the applicable Palo Alto Networks incentive compensation plan, details are attached.

**Benefits.** You will be eligible for the Company's standard employee benefit programs including paid time off, medical, dental, and vision coverage, and a 401(k) retirement program subject to the applicable plan terms. Details about these benefits will be made available to you for your review.

You should note that the Company retains the right to modify, in its sole discretion, any or all these preceding terms of employment from time to time as is deemed necessary.

Stock. The management of Palo Alto Networks, Inc. (hereafter the “Company”) will recommend to the Compensation Committee of the Board of Directors (the “Committee”) that you be granted separate stock unit awards for Company shares as follows:

- A. A Restricted Stock (RSU) award with a value of \$10,000,000 USD (10 million dollars). The RSUs will vest over a 4-year period from the grant date subject to you being a Service Provider (as defined in the Company’s 2012 Equity Incentive Plan (the “Plan”)) through each vesting date. 40% of the Time-Based RSUs shall vest on the one-year anniversary of the grant date; 30% shall vest during the second year in four equal quarterly increments; 20% shall vest during the third year in four equal quarterly increments; and 10% shall vest during the fourth year in four equal quarterly increments.
- B. A Performance Stock (PSU) award with a value of \$14,000,000 USD (14 million dollars). The attainment of shares under such PSU award will be based on performance targets set each year by the Compensation Committee of the Board of Directors for Fiscal Years 2022, 2023 and 2024. Except as provided herein, any shares attained under such PSU award shall vest, subject to you being a Service Provider as defined in the Plan, according to the following schedule:
  - a. 33% of the target shares attained will vest on the first anniversary of the grant date based on company performance for Fiscal Year 2022.
  - b. 33% of the target shares attained will vest on the second anniversary of the grant date based on company performance for Fiscal Year 2023.
  - c. 34% of the target shares attained will vest on the third anniversary of the grant date based on company performance for Fiscal Year 2024.

The number of RSUs and PSUs you receive will be determined by dividing this value by the average closing price of the Company’s common stock over the 30 calendar days prior to the 15th day of the month in which the grant occurs. If you are hired on or before the 15th of the month your grant should occur on the 20th of that month. If you are hired after the 15th of the month, your grant should occur on the 20th of the following month. However, the grant of an RSU and PSU award by the Company is subject to the Compensation Committee’s approval and, pending that approval, the grant recommendation is not a promise of compensation and is not intended to create any obligation on the part of the Company. Specific terms and conditions will be provided after approval from the Compensation Committee of the Board of Directors.

ESPP. You may be eligible to participate in Palo Alto Networks Employee Stock Purchase Plan, under the terms and conditions of the Plan, which allows you to purchase the Company stock at a discount from fair market value. We will provide further details and enrollment information after your start date. Please understand that this and all other Company benefits are subject to change, including discontinuation at the Company’s discretion.

Confidentiality. As a Company employee, you will be expected to abide by Company rules and policies. You will also 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, you will need to sign the Company's standard "Employee Invention Assignment and Confidentiality Agreement" as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You represent that your signing of this offer letter and the Company's Employee Invention Assignment and Confidentiality Agreement, and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

Non-disparagement. During the period that you render services to the Company, you must not make false statements about a competitor or other disparaging comments about them. This does not affect your ability to make true, factual statements about competitors, their products, and/or services.

Duty of Loyalty. During your employment, you agree not to engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company.

At Will Employment. Your employment with the Company is for no specified time and constitutes at will employment. As a result, you are free to terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company is free to conclude its employment relationship with you at any time and for any reason whatsoever, with or without cause or advance notice. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and the Chief Executive Officer of the Company.

Complete Agreement. This letter, together with your Employee Invention Assignment and Confidentiality Agreement, forms the complete and exclusive statement of your employment agreement with the Company. The employment terms in this letter supersede any other agreements or promises made to you by anyone, whether oral or written.

Proof of Authorization to Work in the U.S. As required by law, this offer is subject to satisfactory proof of your right to work in the United States. Within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact Human Resources.

Orientation. If your hire date falls on a Monday, you will also receive a calendar invite the week before your start date inviting you to attend New Hire Orientation. If you are remote but will be in Head Quarters on your first day, please let your recruiter know. Should your start date fall on a Tuesday through Friday, your hiring manager will contact you with your first day details.

To indicate your acceptance of the Company's employment offer, please sign and date this letter in the space provided below and return it to me. This offer will expire at 5:00 PM PST on 2nd July 2021.

I know I speak for the rest of the team in saying that we are looking forward to working with you as you bring your unique and significant skills to the Company.

Sincerely,

/s/ Liane Hornsey

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

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein:

/s/ BJ Jenkins

BJ Jenkins

Date 2021-07-27

## Palo Alto Networks Announces Expansion of Management Team

August 10, 2021

Amit Singh Becomes Chief Business Officer; BJ Jenkins Appointed President

SANTA CLARA, Calif., Aug. 10, 2021 /PRNewswire/ — Palo Alto Networks (NYSE: PANW), the global cybersecurity leader, today announced the expansion of its management team, with Amit Singh moving into the new role of chief business officer and BJ Jenkins joining the company in the role of president. The appointments are effective immediately.

Palo Alto Networks has reported notable momentum over the last financial year, with the business benefiting from customers adopting products across its Strata™, Prisma® and Cortex® security platforms. As chief business officer, Singh will focus on bolstering the strategic customer relationships in partnership with Jenkins on the company's large deals. Additionally, he will partner with chief product officer, Lee Klarich, on driving the cross-functional speedboats that have helped deliver Palo Alto Networks' industry-leading products. Singh's successful three-year tenure as Palo Alto Networks' president uniquely positions him for this role.

Incoming President BJ Jenkins is a cybersecurity leader recognized across the industry. As CEO of Barracuda Networks, Jenkins has delivered security solutions to hundreds of thousands of customers as they tackle remote work and digital transformation. Previously, Jenkins held multiple business unit and sales and marketing leadership roles at EMC, most recently as president of EMC's Backup Recovery Systems (BRS) Division. Palo Alto Networks' customer-facing leaders will continue in their current roles, reporting directly to Jenkins.

"We are excited to expand our management team and have BJ join us as we kick off activities for the new financial year," said Nimesh Arora, CEO and chairman, Palo Alto Networks. "BJ has the security experience, customer understanding, and business acumen needed to lead our world-class go-to-market organization. With Amit focusing on our strategic customers in partnership with BJ, we look forward to building on our position of strength amid increased demand and awareness of cybersecurity."

"I have watched Palo Alto Networks' evolution from a disruptor in network security to the multi-platform cybersecurity category leader," said Jenkins. "I am delighted to join Palo Alto Networks' world-class management team and help drive the company's continued growth."

"As complex organizations see the benefit in a platform approach to cybersecurity, we are seeing a significant increase in large deals," said Singh. "Building strategic relationships with these customers is a passion of mine, as is helping our business units that drive our performance. I'm excited to concentrate on this to bring us further success."



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## 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](http://www.paloaltonetworks.com).

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