

**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): March 9, 2021

CrowdStrike Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38933
(Commission
File Number)

45-3788918
(IRS Employer
Identification No.)

150 Mathilda Place, Suite 300
Sunnyvale, California
(Address of principal executive offices)

94086
(Zip Code)

Registrant's telephone number, including area code: (888) 512-8906

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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0005 par value	CRWD	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

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.

(e) On March 9, 2021, the Compensation Committee (the “Committee”) of the Board of Directors of CrowdStrike Holdings, Inc. (the “Company”) adopted the CrowdStrike Holdings, Inc. Corporate Incentive Plan (“CIP”), which will govern the terms of annual cash incentive awards granted to eligible employees of the Company (including each of the Company’s current named executive officers), as determined by the Committee from time to time. Employees who participate in any other cash incentive plan or commission plan maintained by the Company will not be eligible to participate in the CIP. The Committee (or its delegate) will administer the CIP and will have the authority to determine all of the terms of the awards granted under the CIP.

The CIP provides for a cash incentive award pool determined based on the achievement of specified quarterly performance goals, which may include annual recurring revenue, operating income, EBITDA and/or any other performance objectives set forth in Section 10(c) of the CrowdStrike Holdings, Inc. 2019 Equity Incentive Plan (as amended from time to time). The performance measures for the Company’s named executive officers for the Company’s fiscal year ending January 31, 2022 will be described in the Company’s annual proxy statement filed in 2022. Following the end of each quarterly performance period, the Committee will determine achievement of the performance goals. The Committee may modify and/or adjust the performance goals or the related level of achievement, in whole or in part, as it deems appropriate or equitable.

A participant’s individual cash incentive award under the CIP payable from the award pool for the applicable performance period may be subject to such additional department, individual or other performance goals as determined by the Committee. Any cash incentive awards that become payable under the CIP will generally be paid no later than 60 days following the end of the applicable performance period. In order to receive an award under the CIP, the participant must remain employed with the Company through the date of payment.

The foregoing description of the CIP is qualified in its entirety by the full text of the CIP, which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
Exhibit 99.1	CrowdStrike Holdings, Inc. Corporate Incentive Plan
Exhibit 104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

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.

CrowdStrike Holdings, Inc.

Date: March 12, 2021

/s/ Burt Podbere
Burt W. Podbere
Chief Financial Officer



CROWDSTRIKE CORPORATE INCENTIVE PLAN

PURPOSE

The CrowdStrike Corporate Incentive Plan (the "CIP" or "Plan") is designed to align departmental and employee work product to company goals through the payment of incentive awards (each, an "Incentive Award").

ADMINISTRATION

The Plan is maintained by CrowdStrike Holdings, Inc. (the "Company" or "CrowdStrike"). The Plan is administered by the Compensation Committee (the "Committee") of the Board of Directors of the Company (the "Board"). The Committee will have full discretion and authority to (i) designate Participants, (ii) determine the terms, conditions and amounts of any Incentive Award (including payment terms and restrictions) and (iii) make any other determination and take any other action that the Committee in its sole discretion deems necessary or desirable for the administration of the Plan and due compliance with applicable law or accounting or tax rules and regulations. All decisions of the Committee shall be final, conclusive and binding upon all parties, including all Participants.

With respect to Participants other than executive officers of the Company, the Committee may delegate its authority under the Plan to the Company's Chief Executive Officer, Chief Operating Officer, Chief Human Resources Officer and/or such other officers of the Company as it determines in its discretion (the "Delegated Officers").

The Board may, in its sole discretion, at any time and from time to time, grant Incentive Awards or administer the Plan (and, in any such case, the Board shall have all of the authority and responsibility granted to the Committee under the Plan).

PERFORMANCE AND PAYOUT PERIODS

The CIP runs on CrowdStrike's fiscal year (February 1 through January 31). Each fiscal year is a "Plan Period". Each quarter within the fiscal year is a "Performance Period." Each Incentive Award is generally paid no later than 60 days following the applicable Performance Period, but in no event later than the fifteenth (15th) day of the third (3rd) calendar month following the last day of the applicable Plan Year.

ELIGIBILITY

Full-time and part-time CrowdStrike employees are eligible to participate in the CIP if (i) such participation is indicated in their offer of employment or employment agreement, (ii) they are not already participating in any other incentive plan or commission plan (e.g. Sales or Professional Services) and (iii) they are still employed on the day the Incentive Award is paid ("Participant"). The Company reserves the right to limit participation in the CIP to avoid any potential conflicts with other incentive programs.

To be eligible for an Incentive Award for any applicable Performance Period, new employees must have started employment by the first day of the last calendar month of such Performance Period. Eligibility to receive an Incentive Award for the first Performance Period during which the new employee is eligible to participate will be prorated based on the number of calendar days the new employee was actually employed by the Company during the applicable Performance Period. Therefore, if an employee starts employment halfway through the Performance Period, his or her bonus target for the first Performance Period of eligibility will be 50% of his or her quarterly target.

COMPANY PERFORMANCE AND FUNDING THE POOL

Prior to any applicable Performance Period, the Committee will establish one or more performance objectives for such Performance Period which will determine the level of funding of the CIP "pool" for the applicable Performance Period.



The performance objectives may include, without limitation, annual recurring revenue, operating income, EBITDA and/or any other performance objectives set forth in Section 10(c) of the CrowdStrike Holdings, Inc. 2019 Equity Incentive Plan (as amended from time to time). Performance objectives may be measured on an absolute (e.g., plan or budget) or relative basis, may be based on a ratio or separate calculation of any performance criteria and may be made relative to an index, one or more of the performance goals themselves, a previous period's results or to a designated comparison group. Relative performance may be measured against a group of peer companies, a financial market index or other acceptable objective and quantifiable indices. The Committee may modify and/or adjust the performance objectives or the related level of achievement, in whole or in part, as the Committee deems appropriate or equitable.

The individual Incentive Award for any applicable Performance Period may be subject to such additional department, individual or other performance goals as determined by the Committee with respect to any Participant for the applicable Plan Year or Performance Period.

NO GUARANTEED INCENTIVE AWARD PAYOUTS

No Incentive Award payouts under the CIP are guaranteed, and all Incentive Awards are payable only at the discretion of the Company. Incentive Awards under this Plan are not earned unless all requirements have been met during the Performance Period and the Participant is employed on the day of the Incentive Award payout.

ADMINISTRATIVE PROCEDURES

Salary Adjustments During the Performance Period

Newly promoted employees, employees transferring into an eligible CIP position or employees receiving a salary adjustment mid-quarter should refer to their promotion or transfer notification letter for CIP details; quarterly incentive amount may be pro-rated. If transferring out of an eligible CIP position, the incentive amount for that quarter will be pro-rated.

Leaves of Absences, Disability, or Death

In the event of a Participant's leave of absence for more than 30 days overall (not limited to any one quarter), CIP Payouts, if earned, will be calculated on a pro-rated basis, to the extent permitted by applicable law. Any leaves of absence less than 30 days will not be pro-rated. In the event of Participant's death, an amount equal to the pro-rated Incentive Payout the Participant would have earned, if the Participant had otherwise remained eligible, will be paid.

Performance Improvement Plan/Disciplinary Situations

If a Participant, at any time during the Performance Period prior to Incentive Award payout, is subject to a performance improvement plan, discipline, or demotion, CrowdStrike may, in its sole discretion, reduce or eliminate the Incentive Payout that the Participant would otherwise have been eligible to earn to the extent permitted by law. If, at any time prior to a payment date for an Incentive Award payout, it is determined that a Participant may be subject to corrective action, discipline or demotion, then CrowdStrike may withhold the entire Incentive Award payout, or a portion thereof, until after a final decision on such corrective action has been made to the extent permitted by law. Only the Delegated Officers may approve exceptions to this policy for Participants other than executive officers of the Company.

Changes or Amendments

While the Committee has every intention of maintaining the Plan through the end of the applicable Plan Year, the Committee reserves the right to revise, alter, amend or terminate the Plan at any time.



Deferral of Incentive Award Payments

The Committee may, in its sole discretion, permit or require the deferral of payment of any Incentive Award in accordance with the terms of any deferred compensation plan or arrangement established or maintained by the Company from time to time.

No Guaranteed Employment

The Plan does not constitute a contract of employment or guarantee employment for any duration, nor does it alter the “at-will” status of employment.

Disputes

All disputes with respect to this Plan will be resolved by the CEO, COO and CHRO, whose decisions will be final.

Taxes

All payments under the Plan will be made net of any applicable withholding or other taxes.

All payments made pursuant to the Plan are intended to be exempt and/or comply with Section 409A of the Code (including the regulations and guidance promulgated thereunder) (“Section 409A”), and shall be interpreted on a basis consistent with such intent. If any provision of the Plan or any term or condition of any Incentive Award would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and, to the extent necessary, deemed amended so as to avoid this conflict. However, nothing herein will be construed as a guarantee by the Company of any particular tax effect to the Participant. The Company will not be liable to the Participant for any additional tax, penalty or interest that may be imposed on the Participant pursuant to Section 409A or otherwise or any damages incurred by the Participant as a result of the Plan (and the payment and benefits hereunder) failing to comply with, or be exempt from, Section 409A. If an amount payable under an Incentive Award as a result of the Participant’s termination of employment occurring while the Participant is a “specified employee” under Section 409A constitutes a deferral of compensation subject to Section 409A, then payment of such amount shall not occur until six months and one day after the date of the Participant’s “separation from service” (as defined under Section 409A), except as permitted under Section 409A.