



## EMPLOYMENT AGREEMENT

This employment agreement ("**Agreement**") is made on 01 August 2022 in Pune, India.

### BETWEEN:

**CROWDSTRIKE INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, and having its registered office at D-174 UGF SAKET, NEAR D-BLOCK, SAI MANDIR, DELHI, New Delhi, Delhi, India, 110017 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) on the One Part,

### AND

Vaibhavi Ghogale, son/daughter of Vasudev Sahadev Ghogale, a citizen of India, presently residing at Room No. 63, H.K. Daruwala Chawl, Tadipittha, Near Swadeshi Mill, Chunabhatti, Sion, Mumbai -22, Mumbai 400022 and holding a PAN card number CMQPG0158P (hereinafter referred to as the "**Employee**" which shall, unless repugnant to the context and meaning thereof, be deemed to mean and include the Employee's heirs, executors and administrators) on the Other Part.

### WHEREAS:

- A. The Company is involved in the business of cloud-delivered endpoint protection, among other things ("**Business**");
- B. Based on the representations of the Employee and relying upon the same, the Company is now desirous of engaging the services of the Employee as its **Associate Sourcer**, (hereinafter referred to as "**Associate Sourcer**");
- C. The Employee wishes to accept employment with the Company as its **Associate Sourcer** on the terms and conditions detailed in this Agreement.

Initials 

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

- (a) **Affiliate** shall mean (i) in the case of any subject person other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the subject person, and (ii) in the case of any subject person that is a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common control with the subject person or who is a spouse, son or daughter of the subject person.
- (b) **Agreement** shall mean this employment agreement, including the recitals above and the annexes attached to it.
- (c) **Board** shall mean the Board of Directors of the Company.
- (d) **Business** shall have the meaning ascribed to it in Recital A.
- (e) **Confidentiality Agreement** shall mean the Confidentiality and Invention Assignment Agreement executed between the Company and the Employee dated **01 August 2022** attached herewith as Annexure II.
- (f) **Control, Controls or Controlled** as to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership interests, by contract or otherwise.
- (g) **Commencement Date** shall have the meaning ascribed to it in Clause 2.1.
- (h) **Compensation** shall have the meaning ascribed to it in Clause 3.2.
- (i) **Disability** shall mean the disablement of the Employee as in the opinion of the Company, whether of a temporary or permanent nature, as incapacitates the person from all or any work which the Employee was capable of performing at the time of the incident resulting in such disablement.
- (j) **Employment Term** shall have the meaning ascribed to it in Clause 2.3.

- (k) **Material Breach** includes:
- (i) a breach of the Confidentiality Agreement or Clauses 2, 3 or 7 of this Agreement;
  - (ii) misappropriation of Company funds, embezzlement, larceny or theft;
  - (iii) fraud;
  - (iv) gross, wilful and/or substantial negligence in connection with the material duties of the Employee's employment or the wilful or repeated misconduct or gross negligence of the Employee in connection with the performance of such duties or acts that question the Employee's integrity or violation of any applicable laws;
  - (v) violation of the Company's code of conduct, including the Company's policy on workplace sexual harassment; or
  - (vi) being convicted of an offence concerning moral turpitude.
- (l) **Parties** shall mean a collective reference to the Company and the Employee and **Party** shall mean either the Company or the Employee.
- (m) **Person** shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation.
- (n) **Significant Non-performance:** shall mean failure by the Employee to perform the Employee's work as per the requirements of the Company, as communicated from time to time.
- (o) **Territory** shall mean the territory of the republic of India.

## 1.2 Interpretation

Unless the context otherwise requires in this Agreement: (a) words importing the singular include the plural and vice versa; (b) reference to a gender includes a reference to the other gender; (c) reference to the words "include" or "including" shall be construed without limitation; (d) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement, such other agreement, deed or other instrument or document as the same may, from time to time, be amended, varied, supplemented or novated; and (e) the headings in this Agreement are for reference only and shall not affect the interpretation or construction hereof.

## 2. DUTIES

- 2.1 The Company hereby appoints the Employee in the position of **Associate Sourcer**, commencing from **03 August 2022** ("**Commencement Date**") or such other day as agreed upon between you and CrowdStrike, upon the terms and conditions set forth in this Agreement. The Employee will initially be located in the office of the Company at World Trade Centre, Tower 2, 4<sup>th</sup> Floor, Kharadi Pune, 411014, India and may subsequently transferred to any other location.
- 2.2 The Employee shall be under probation for a period of 3 months, during which period the Employee's performance shall be monitored closely ("**Probation Period**"). The Company may, at its discretion extend this Probation Period, in writing. Upon completion of the Probation Period, a decision will be taken regarding the confirmation of the Employee's service. In the event that the employment is confirmed, the Employee will be issued a letter of confirmation. Notwithstanding the "**Termination**" clause below, during the Probation Period, the Company may terminate the Employee without by providing a notice period of 1 month.
- 2.3 Subject to the successful completion of the Probation Period and the confirmation of employment, the term of the Employee's employment with the Company shall continue until terminated in accordance with the "**Termination**" clause below. The duration for which the Employee continues to remain an employee of the Company shall be referred to as the "**Employment Term.**" The Employee shall devote the Employee's full time and best efforts to the advancement of the interests of the Company in accordance with the policies established, from time to time, by the Board or other appropriately designated person or group, and shall perform such duties related to or incidental to the duties contained herein as may be prescribed from time to time. During the Employment Term, the Employee will report to the **Lead Recruiter** and shall act in accordance with the Company's instructions on any matter. The Employee agrees that the Employee's job duties and the reporting manager may be changed at the discretion of the Company.
- 2.4 The Employee's employment with the Company is contingent on the Employee procuring all relevant registrations and permissions to work for the Company in India, including relevant visa to migrate to and work in India, as applicable.
- 2.5 Relieving Letter: As a condition of employment, you will furnish CrowdStrike with a relieving letter from your last organisation confirming that you have left their employment in full and final settlement of all matters relating to that employment contract. This offer is on the basis that the relieving letter will be furnished by you within one (1) month of commencement of your employment with CrowdStrike. Failure to provide a suitable relieving letter could result in termination of your employment without notice or severance compensation. CrowdStrike will be the sole determinant with respect to the suitability of the relieving letter.
- 2.6 The Employee must:

- (a) undertake the duties and exercise the powers which the Company assigns to or vests in the Employee from time to time and comply with all lawful orders and instructions given by the Company in this regard;
- (b) observe and comply with the Company's rules, regulations and policies as varied from time to time;
- (c) perform the duties and exercise the powers that are assigned to or vested in the Employee from time to time by the Company in a proper and efficient manner with all due care, skill and diligence;
- (d) devote the Employee's entire time, attention and skill exclusively to the Business and as necessary to satisfactorily perform the Employee's obligations under this Agreement;
- (e) use the Employee's best endeavours to promote the interests of the Company;
- (f) perform to the best of the Employee's ability, in accordance with the directions of the Company or under the directions of the Board or such other authorised person(s), the duties and responsibilities normally associated with the Employee's position, and such additional duties and responsibilities as the Company may from time to time reasonably specify;
- (g) during the term of this Agreement, promptly disclose to the Company each business opportunity of a type which, based upon its prospects and relationship to the Business, the Company might reasonably consider pursuing. In the event that the Employee's employment is terminated for any reason, the Company shall have the exclusive right to participate in or undertake any such opportunity on its own behalf, without any involvement by or compensation to the Employee;
- (h) abide by all the Company's policies and procedures as may be amended from time to time;
- (i) agree that while the posting of the Employee will be at the office of the Company located in Pune, the Employee may be transferred to any of the Company's sister companies, associate companies, client's locations, third parties or branch offices to which the Employee may be posted on deputation, secondment or transfer. The Employee's duties may also require the Employee to travel within India and to other countries, often at short notice. To undertake such travel, the Employee confirms that the Employee has, and shall at all times have, a passport with at least 6 months' validity, and with no court, magistrate, police, or other law enforcement authority imposed restrictions on travel in the Employee's possession;
- (j) serve the Company in the capacity of **Associate Sourcer** and shall carry out such duties as may be specified to the Employee from time to time;

- (k) unless specifically authorised in writing by the Company, not enter into any contract, agreement or arrangement with any Person that binds the Company or creates any liability or obligation upon Company; and
- (l) not be employed in any other organization on a permanent, temporary or part time basis or offer his services with or without consideration to any Person, legal company or public authority or be occupied in the Employee's own business, without the prior written consent of the Company. The Employee shall comply with all directions given by the Company and shall faithfully observe all the rules, regulations, and arrangements applicable to Employee.

2.7 The Employee acknowledges that this is an exclusive employment agreement. Accordingly, while the Employee remains employed by the Company, the Employee shall not, without the prior written consent of the Company, directly or indirectly own, manage, operate, consult or be employed in any other business or venture, whether for or without any remuneration. Without limitation to the generality of the foregoing, Employee shall not, during the subsistence of this Agreement, directly or indirectly, whether for or without any remuneration, be associated with any business that competes with the Business in any manner whatsoever, whether as an officer, employee, agent, consultant or similar representative of or service provider.

2.8 The Employee hereby consents to the conduct of background and/or reference checks (including academic and professional records, employment history, criminal records, verification of address, immigration status, etc.), and agrees that this Agreement is entirely conditional upon any background and/or reference check returning results satisfactory to the Company, and upon the Company having no issue with any disclosures that the Employee makes or has made on various aspects including about criminal charges or convictions. For the avoidance of doubt, the Employee's disclosures about the Employee's criminal charges or convictions shall, for the purposes of this Agreement, form part of the background and/or reference checks. If the Company, at its sole discretion, is not entirely satisfied with the result of any background and/or reference check, the Company may withdraw this offer of employment any time prior to the Commencement Date or if the employment has already commenced under the Agreement by the time the background and/or reference checks are completed, terminate the Agreement immediately, without notice or compensation.

### 3. **HOURS OF WORK, COMPENSATION AND LEAVE**

3.1 The Employee shall normally be required to work between 9:00 a.m. and 6:00 p.m. (inclusive of 1 hour for lunch), Monday to Friday (excepting public holidays). However, the Employee's actual working hours and working days will often be determined by workflow and Company commitments and the Employee may be required to work such hours as are necessary to fulfil the full scope of the Employee's position.

- 3.2 In full compensation for the services to be rendered by the Employee hereunder during the Employment Term, upon the terms and subject to the conditions set forth in this Agreement, the Company will pay to the Employee and the Employee shall accept as compensation, a basic annual salary, and such other allowances, benefits and perquisites, together "**Compensation**," as detailed hereafter, in **Annexure I** to this Agreement. The compensation will be subject to the usual deductions including deductions for tax and any applicable statutory contribution normally to be withheld by an employer in India and will be subject to adjustment pursuant to the Employer's compensation policies in effect and your performance.
- 3.3 The pro-rated monthly amount of Compensation shall be paid by the Company in accordance with the Company's payment policy from time to time into Employee's nominated bank account or as subsequently altered by agreement between the Company and Employee. All payments received by the Employee pursuant to his/her appointment as an employee of the Company would be subject to statutory deductions as per applicable law including but not limited to tax deduction at source. The employee shall be solely responsible for all personal and other taxes, as relevant, including the preparation and filing of such tax returns with the appropriate authorities.
- 3.4 **Provident Fund:** The Employer and the Employee will contribute in the employees' provident fund constituted under Employees' Provident Funds and Miscellaneous Provisions Act 1952 and the schemes framed thereunder in accordance with applicable laws.
- 3.5 During the Employment Term, the Employee shall be entitled to 21 days of privilege leave per calendar year of the Employee's employment, to be taken at such time or times as shall be mutually convenient to the Company and the Employee. It is hereby clarified that the privilege leave of the Employee shall be prorated according to the duration of the Employee's employment in the relevant year. The Employee may carry unused privilege leave over to subsequent years, and may accumulate up to 42 days of privilege leave. The Employee shall also be entitled to leave of 12 days every calendar year on grounds of sickness, accident or any other reasonable cause, and any such unused leave will be void at the end of the calendar year and shall neither accrue nor be paid out. In addition to the above, the Employee shall be entitled to all declared public holidays each year, along with any other days as may be specifically prescribed by the Company at the beginning of each calendar year.
- 3.6 **Significant Non-Performance:** It has been agreed between the Parties that at any time during the Employment Term, in the event of any Significant Non-Performance by the Employee, as determined by the Company, at its sole discretion, the Company shall be entitled to terminate the Employee's employment in accordance with Clause 8 hereto or appoint a replacement to the Employee or re-assign the responsibilities of the Employee, and the Employee will be bound to comply with the same.

4. **VARIABLE PAYMENTS AND DEDUCTIONS**

4.1 As soon as the Employee meets all required conditions, the Employee may be eligible to participate in any supplemental group benefit plans that the Company has established, if any. Any payments, rights or entitlements under the benefits plan will be governed by the terms of the formal plan documents or policies establishing the benefit in issue and the Employee's rights on termination of employment with respect to the benefit plan will be governed by the termination provisions of this Agreement subject to local laws. By executing this Agreement, the Employee authorizes the Company to withhold any personal contributions owed by the Employee from the Employee's salary (including any variable compensation, if any) and to pay these amounts to the appropriate authorities, if applicable and subject to local laws. The Company reserves the unilateral right to cease any group insurances at all times or make such insurances subject to the Employee's participation in the costs thereof.

4.2 The Employee will be entitled to variable payments and compensation as determined by the Company, in accordance with its policies and legal requirements from time to time, and as notified to the Employee upon commencement of employment. Payment of compensation and variable payments under this Agreement shall be made in accordance with the relevant Company policies in effect from time to time, including normal payroll practices, and shall be subject to all applicable employment and withholding taxes.

4.3 The Company will reimburse the Employee for all reasonable business expenses properly incurred by the Employee in performing the Employee's duties under this Agreement and in accordance with the Company's applicable travel and entertainment policies and procedures in effect at the time, upon presentation by the Employee of documentation, expense statements, vouchers, and such other supporting information as the Company may request, or as may be consistent with standard Company policies and practices for reimbursement of expenses. The Employee shall undertake such travel as may reasonably be required in connection with the performance of the Employee's duties hereunder.

4.4 The Employee agrees and acknowledges that the Company may, subject to applicable laws, at any time during the term of employment or cessation thereof, deduct from the Employee's salary, or final settlement, any amounts owed by the Employee, including but not limited to, any outstanding loans, advances, overpayments or costs incurred by the Company due to any damage or loss to Company's property, etc. caused by the Employee.

5. **CONFIDENTIAL INFORMATION/ INTELLECTUAL PROPERTY**

5.1 The Employee and the Company shall, on the date hereof, enter into a Confidentiality Agreement, the agreed form of which is attached hereto as Annexure II. The Employee acknowledges that the Employee has been employed by this Company since the Commencement Date, and agrees that the Confidentiality Agreement executed hereof stands applicable from the said date of engagement.



- 5.2 The Employee acknowledges that the Employee agrees to assign all rights, title and interest in any and all Proprietary Rights, Proprietary Information and Inventions (all as defined in the Confidentiality Agreement) while employed by the Company from the Commencement Date.
- 5.3 The Employee shall, at all times, during or after the Employee's employment with the Company, comply with the terms of the Confidentiality Agreement.

6. **DATA PRIVACY AND CONSENT OF THE EMPLOYEE**

- 6.1 The Employee hereby explicitly and unambiguously consents to the collection, use and transfer of personal data of the Employee, either directly or indirectly, by and among members of the Company for purposes related to the employment. The Employee acknowledges that such data may be received from the Employee, or from other sources, and personal data may be recorded directly or indirectly by internal security systems or by other means. The Company undertakes to protect the personal data of the Employee in accordance with reasonable security practices and procedures.
- 6.2 However, the Employee also understands and accepts that the Company, its Affiliates, or any associated company may hold, retain, use and periodically transfer certain personal data about the Employee, including, but not limited to, the Employee's name, home address and telephone number, date of birth, salary, nationality, job title, bio-metric information, financial information, bank account details, compensation details and residency status, for the purpose of implementation, administration and management of the employment and related purposes, which may include but not be limited to employment review/appraisals, etc.
- 6.3 The Employee also accepts that the recipients may be located in India or any other country which may have different data privacy laws. The Employee also agrees to treat any personal data to which the Employee has access in the course of his employment strictly in accordance with the Company's policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to the Employee.
- 6.4 For the purposes of this Clause 6, personal data shall include "any information that relates to the Employee, which, either directly or indirectly, in combination with other information available or likely to be available with the Company, is capable of identifying the Employee, and includes but is not limited to sensitive personal data of the following categories:
- a. password;
  - b. financial information such as bank account or credit card or debit card or other payment instrument details;
  - c. physical, physiological and mental health condition;
  - d. sexual orientation;
  - e. medical records and history;

- f. biometric information; or
- g. any detail relating to the above."

7. **RESTRICTIVE COVENANTS**

- 7.1 The Employee shall not engage in any acts or deeds such that association with the Employee would be detrimental to the interests of the Company, tarnish the reputation of the Company or cause the Company to be involved in any legal or ethical controversy.
- 7.2 The Employee shall not for a period of up to 12 months from the date of cessation of employment with the Company for any reason whatsoever (a) solicit, (b) interfere with, or (c) endeavour to entice away from the Company or any of its Affiliates any Person who, to the Employee's knowledge, is an employee, consultant, client or customer of the Company or its Affiliates or is in the habit of dealing with the Company or any of its Affiliates.
- 7.3 The Employee hereby agrees and undertakes that during the term of his employment and for a period of 12 months following the date of his termination, for any reason whatsoever, he shall not directly or indirectly be interested in, engage in, be concerned with, or provide services or trade in goods, whether solely or with others, whether as an employee, officer, director, agent, partner, consultant, member of any company or other commercial enterprise or otherwise, to or with any competitor, client of the Company and/or its Affiliates or any organization where the Employee has been taken or sent for training, deputation or secondment or professional work by the Company.
- 7.4 The Company and Employee agree that the duration and geographic scope of this restrictive covenant provision set forth in this Clause 7 is reasonable and the Employee has received sufficient consideration under this Agreement in lieu of the same. In the event that any court of competent jurisdiction determines that the duration or the geographic scope, or both, are unreasonable and that such provision is to that extent unenforceable, the Company and Employee hereto agree that the provision shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable.

8. **TERMINATION AND REMOVAL**

- 8.1 Upon expiration of the Employment Term, the obligations of both Parties under this Agreement, except as otherwise provided in the Agreement, shall terminate.
- 8.2 **Termination of employment for Material Breach:** Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event the Employee commits a Material Breach, the Company may, in any or each such instance, immediately terminate this Agreement and relieve the Employee of all duties. In such event, the Company shall not be obligated to provide any notice or payment in lieu of notice. In addition to any internal rights the Company may have against the Employee herein, the Company may take additional steps externally to enforce its rights or report

a crime that may have occurred by approaching any Court of competent jurisdiction or any law enforcement authority.

8.3 **Termination by the Company:** The Company may, terminate the Agreement by providing 1 month's prior notice in writing to the Employee, or payment of salary in lieu thereof, in the event that the Company is suffering or has suffered financial losses, or is undergoing financial difficulties.

8.4 **Termination of employment by the Company for Disability:** The Company may, at its sole discretion, terminate this Agreement during the Employment Term by providing 1 month's prior notice in writing to the Employee, or pro-rated salary in lieu thereof, in the event that the Employee is unable to perform the duties hereunder due to a Disability. The termination of this Agreement in accordance with this Clause 8.4 shall not affect the right of the Employee to continue to receive benefits under any Disability insurance plan of the Company covering the Employee which is in effect at the date of termination or any statutory payments.

8.5 **Death:** The Employment Term shall end immediately, without any notice by the Company, upon the death of the Employee, following which the Employee's estate shall be entitled only to any applicable statutory payments.

8.6 **Termination by either Party:** Either the Employee or the Company may terminate this Agreement by providing 1 month's written notice to the other Party. The Company reserves the right, at the option of the Employee, to recover and adjust any leave which has accrued to the Employee but has not been used, in lieu of notice period and to relieve the Employee before the expiry of the notice period. The Company reserves it right to pay the Employee an amount equivalent to the pro-rated salary for the notice period and require the Employee to leave the employment forthwith. The Company may, upon Employee's request allow Employee to leave service without serving notice or during the notice period only upon Employee making payment to the Company in the form of damages for breach, the amount equivalent to Employee's salary for the balance unexpired portion of the notice period.

8.7 **Garden leave:** The Company may, at its absolute discretion, require the Employee not to attend work and/or not to undertake all or any of his duties hereunder during any period of notice (whether given by the Company or the Employee), provided always that the Company shall continue to pay the Employee's salary.

## 9. CONSEQUENCE OF TERMINATION

9.1 Upon any termination of this Agreement for any reason in accordance with Clause 8:

9.1.1 the Employee shall no longer have any right to any benefits (including future payments of Compensation identified in Annexure I) which would otherwise have accrued during the remainder of the Employment Term; and

- 9.1.2 the Employee shall comply with the Employee's obligations under the Confidentiality Agreement and immediately surrender or return to the Company (without retaining any copies or extracts thereof) any confidential information, Proprietary Information (as defined in the Confidentiality Agreement), intellectual property and any other property of the Company. The Employee will not remove or transmit by any means from the Company or take any of the Company's property.
- 9.2 Any and all of the Company's property acquired by or in the possession of the Employee shall be returned to the Company immediately upon termination of this Agreement. The Company shall be entitled to recover the full replacement price of the Company property/properties from the Employee, if any. Further, the Employee shall be liable to make good to the Company any direct loss suffered by the Company on account of misuse of and/or any damage occasioned to the Company's property whilst in the custody of or entrusted to the Employee.
- 9.3 Further, if any letter of authority or power of attorney is issued to the Employee during the Employment Term with the Company, shall return it on demand or on termination of employment with the Company.

10. **EMPLOYEE'S REPRESENTATIONS**

- 10.1 The Employee hereby represents and warrants to the Company that the Employee has the right to enter into this Agreement and the Confidentiality Agreement and to carry out the Employee's duties and responsibilities hereunder without being in breach or default thereof under any employment, confidentiality, non-compete, consultancy or any other agreement by which the Employee may be bound. The Employee further confirms that the covenants contained herein are fair and reasonable for which the Compensation is adequate consideration.
- 10.2 The Employee acknowledges that he has not brought, and will not bring to the Company, or use or disclose in the performance of his responsibilities any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless he has obtained their written authorisation for its possession and use.
- 10.3 The Employee represents that his performance of all the terms of this Agreement and that his employment by the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by the Employee in confidence or in trust prior to his employment by the Company. The Employee has not entered into, and agrees not to enter into, any agreement either written or oral in conflict with this Agreement. The Employee also understands that he is not to breach any obligation of confidentiality that he may have to others during his employment with the Company.

11. **ASSIGNMENT**

The Employee acknowledges that the services to be rendered by the Employee are unique and personal. Accordingly, the Employee shall not assign any rights or delegate any duties or obligations under this Agreement.

12. **DAMAGES - INJUNCTIVE RELIEF**

Employee acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by Employee and that any such breach would cause the Company irreparable harm. Accordingly, Employee also agrees that, in the event of any breach or threatened breach of this Agreement, the Company shall, in addition to any other remedies at law or in equity it may have, be entitled to equitable relief, including appropriate injunctive relief and specific performance.

13. **COMPLIANCE WITH APPLICABLE LAW**

Employee agrees to comply with all applicable laws, regulations, and governmental orders of India and, to the extent applicable, the United States of America, now or hereafter in effect, relating to employment by the Company, including but not limited to local laws dealing with fraud, bribery, and corruption, the Prevention of Corruption Act, 1988, the United States Foreign Corrupt Practices Act, and the UK Bribery Act 2010, as applicable to the Company and/or its Affiliates. Without limit to the foregoing, Employee represents and warrants that Employee has not, and shall not at any time during Employee's employment with the Company, pay, give, or offer or promise to pay, give or offer, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party, candidate for political office, or public international organization; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party, candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

You also confirm that you have read and understood and agree to comply with the provisions of the CROWDSTRIKE INDIA PRIVATE LIMITED CODE OF BUSINESS CONDUCT.

14. **MISCELLANEOUS**

14.1 The provisions of this Agreement shall be governed by, and construed in accordance with the laws of India. Each Party agrees that the courts of Pune, India shall have exclusive jurisdiction to settle any claim or matter arising under this Agreement.

- 14.2 No delay in exercising or omission to exercise any right, power or remedy accruing to a Party upon any default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence of such default, nor shall the action or inaction of such Party in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of such Party in respect of any other default.
- 14.3 This Agreement along with the Confidentiality Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral. This Agreement supersedes any other agreement between the Employee and the Company, or if applicable, between the Employee and any Affiliate of the Company, on the subject matter of employment, or engagement in any other capacity, including as an independent contractor.
- 14.4 If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 14.5 This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.
- 14.6 The Employee shall not at any time without limitation, publish or communicate any disparaging remarks, comments or statements concerning the Company, its holding company, group companies, Affiliates or associate companies or any of their respective shareholders, directors, officers or employees. For this purpose, "disparaging" means any remarks, comments or statements that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of Business of, or reflect negatively upon, the individual or the Company being disparaged.
- 14.7 No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties hereto.
- 14.8 Any notice and other communication provided for in this Agreement shall be in writing, in the manner as elected by the Party giving such notice to the addresses mentioned in the preamble above.
- 14.9 The provisions of Clauses 5 (*Confidential information/intellectual property*), 6 (*Data privacy and consent of the employee*), 7 (*Restrictive covenants*), 9 (*Consequences of termination*), 12 (*Damages-injunctive relief*), 13 (*Compliance with applicable law*) and 14 (*Miscellaneous*) herein shall survive the termination of this Agreement.
- 14.10 **Waiver:** No waiver by the Company of any breach of this Agreement shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced. The waiver by

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any Party hereto of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Agreement.

- 14.11 **Indemnity:** The Employee, at all times during the course of his employment with the Company (and even after the termination of this Agreement with respect to the terms contained herein) agrees to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of acts or omissions of the Employee during the course of employment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

By **CROWDSTRIKE INDIA PRIVATE LIMITED** through its authorized signatory **By the Employee**

DocuSigned by:  
*J.C. Herrera*  
09568B76D63C4A2...  
\_\_\_\_\_  
**Signature**

**J.C. Herrera**  
**Chief Human Resources Officer**

DocuSigned by:  
*Vaibhavi Ghogale*  
0D060299349C449...  
\_\_\_\_\_  
**Signature**

**Vaibhavi Ghogale**

**03 August 2022**  
\_\_\_\_\_  
**Start Date (Commencement Date)**

**\*\*Signature Page to CROWDSTRIKE INDIA PRIVATE LIMITED Employment Agreement\*\***



## ANNEXURE I

Compensation Package

<b>Employee Name: Vaibhavi Ghogale</b>		<b>Joining Date: 03 August 2022</b>
	<b>Monthly (INR)</b>	<b>Annual (INR)</b>
<b>SALARY COMPONENTS</b>		
<b>Basic Salary</b>	23,050	276,600
<b>HRA</b>	15,366.67	184,400
<b>Company's Contribution to Provident Fund (at 12% of Basic Salary or a minimum contribution of INR 1800*)</b>	2,766	33,192
<b>TOTAL ANNUAL BASE SALARY</b>	41,182.67	494,192

\*or such other rate / amount as may be specified by the Central Government from time to time.

**ANNEXURE II****CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

In consideration of my employment or continued employment with **CROWDSTRIKE INDIA PRIVATE LIMITED**, having its registered office at D-174 UGF SAKET, NEAR D-BLOCK, SAI MANDIR, DELHI, New Delhi, Delhi, India, 110017 ("**Company**") and the remuneration now and hereafter paid to me, I, Vaibhavi Ghogale, currently residing at Mumbai, hereby confirm and agree to the obligations contained in this document ("**Agreement**") and agree as follows:

**1. NON DISCLOSURE**

**1.1 Recognition of Company's Rights; Nondisclosure.** I understand and acknowledge that my employment with the Company creates a relationship of confidence and trust with respect to the Company's Proprietary Information (defined below) and that the Company has a protectable interest therein. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information, except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Proprietary Information.

**1.2 Proprietary Information.** The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, including but not limited to, (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of other employees of the Company; (d) notes, analyses, compilations, studies, summaries and other material prepared by or for the Company or any employee or consultant of the Company, including without limitation the Employee, containing or based, in whole or in part, on any information included the foregoing; (e) data of past, present or prospective customers (whether in India or abroad) of the Company including their names, addresses, service figures and service conditions; (f) information, processes, investments and technology used in conducting the business of the Company, including details as to investment decisions, analysis of investment or disposition decisions, procedures and strategies, fees, discounts, commissions and

other credits of the Company; and (g) any other information relating to the Company which, to the Employee's knowledge, is not intended for general dissemination.

- 1.3 **Third Party Information.** I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold such Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with any work for the Company, Third Party Information unless expressly authorized by a competent officer of the Company in writing.
- 1.4 **No Improper Use of Information of Prior Employers and Others.** During the term of the Employment Agreement, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other Person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other Person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or Person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my 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.

2. **ASSIGNMENT OF INVENTIONS**

- 2.1 **Proprietary Rights and Inventions.** The term "**Proprietary Rights**" shall mean all trademark, trade secret, patent, copyright, mask work, design and all other intellectual property rights throughout the world. "**Inventions**" shall mean inventions and/or discoveries, and shall include, without limitation, any of the following as applicable: all original works of authorship, discoveries, developments, designs, improvements, inventions, formulae, processes, techniques, computer programs, strategies, trade secrets, specific computer-related or telecommunications-related know-how and data.
- 2.2 **Prior Inventions.** I agree to assign to the Company all rights and title in any Inventions, if any, patented or unpatented, which I have made/created from the Commencement Date (as defined in the Employment Agreement). To preclude any possible uncertainty, I have set forth on Annexure III attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties, and that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). This Agreement excludes prior

Inventions listed below in Annexure III, the full right and title to which are vested in me. If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Annexure III but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, I represent that there are no Prior Inventions. If in the course of the employment with the Employer, the Employee incorporates into a product of the Company, service, process or machine, a Prior Invention, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell any and all rights in such Prior Invention as part of or in connection with such product, service, process or machine. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Inventions of the Company without the Company's prior written consent. Further, the Employee hereby agrees to waive any right to and refrain from raising any objection or claims pursuant to Section 30 -A of the Copyright Act, 1957 in relation to grant of such license.

### 2.3 **Ownership and Assignment of Inventions.**

2.3.1 I acknowledge that all rights, title and interest in any Inventions (and all Proprietary Rights with respect thereto), as provided by the law whether or not patentable or registerable under copyright or similar statutes, made or conceived or reduced to practice or learned by the Employee, either alone or jointly with others, during the course of my employment with the Company shall be the sole property of the Company from the date of creation thereof. I hereby waive all moral rights in relation to the Inventions. Notwithstanding the foregoing, to the extent that, for any reason, the Company does not own all and any right, title and interest in and to any Invention (or the Proprietary Rights with respect thereto), I hereby, in perpetuity, on a royalty free-basis, assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all and any worldwide right, title and interest in and to any and all such Inventions (and all Proprietary Rights with respect thereto), without any encumbrances whatsoever, whether or not patentable or registerable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during with the course of my employment with the Company. I confirm that the provisions of Section 19(4) of the Copyright Act, 1957 shall not be applicable to this Confidentiality Agreement and any assignment in so far as it relates to copyrightable material shall not lapse nor do the rights transferred therein revert to me, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. I hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board of India with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. I further agree to assist and cooperate with the Company in perfecting its rights in any of its Inventions (and all

Proprietary Rights with respect thereto).

- 2.3.2 I acknowledge and agree that I will perform all acts, and execute all deeds AND documents, and give all such undertakings, and make or assist the Company in making all filings, applications and registrations that may be required in order to give full effect to the assignment in Clause 2.3.2 of this Confidentiality Agreement. To the extent any assignment of Proprietary information cannot be made to the Company or its designees, for any reason whatsoever, I hereby irrevocably, absolutely and perpetually agrees to assign to Company or its designees, all my right, title and interest thereof.
- 2.3.3 Should the Company be unable to secure my on any document necessary to apply for, prosecute, obtain, protect or enforce any Proprietary Rights or any intellectual property rights, due to any cause, I hereby irrevocably designates and appoints the Company and each of its duly authorised officers and agents as my agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, protection and enforcement of Proprietary Rights or any intellectual property rights, with the same force and effect as if executed and delivered by me. The Company reserves the right to appoint another attorney in lieu of the attorney as appointed hereinabove.
3. **OBLIGATION TO KEEP COMPANY INFORMED.** In order to protect the Company against unauthorized use of the Company's Inventions, Proprietary Rights and Proprietary Information, I agree that during and after the termination of my employment with the Company, I will promptly disclose to the Company, fully and in writing, all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of this Agreement unless such patent applications are filed by the Company. I shall also, irrespective of the termination of my employment, give all information and data in my possession as to the exact mode of working, producing and using of such Inventions or Proprietary Rights thereto and will also, at the expense of the Company, give all such explanations, demonstrations and instructions to the Company as it may deem appropriate to enable the full and effectual working, production or usage of the same. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under the provisions of any applicable law; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief.
4. **NO CONFLICT OBLIGATION.** I represent that my performance of all the terms of this Confidentiality Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into and I agree I will not enter into, any agreement either written or oral in conflict with this Confidentiality Agreement.

5. **RETURN OF COMPANY DOCUMENTS.** When I leave the employment of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, powers of attorney and documents, together with all copies thereof, and any other material containing or disclosing any Proprietary Information or Third Party Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement, on completion of which, the Company will release all dues payable to me under the Employment Agreement.
6. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Confidentiality Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Confidentiality Agreement.
7. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Confidentiality Agreement.
8. **GENERAL PROVISIONS.**
  - 8.1 **Governing Law.** This Confidentiality Agreement will be governed by and construed according to the laws of India. Each Party agrees that the courts of Pune, India shall have the exclusive jurisdiction to settle any claim or matter arising under this Agreement.
  - 8.2 **Dispute Resolution.** Company and I hereby agree that we will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Confidentiality Agreement by discussion.
  - 8.3 Notwithstanding the aforesaid provisions of Clause 8.2 in the event of any breach or apparent breach by me of the provisions of this Confidentiality Agreement, the Company shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, and to any other equitable relief, restraining any such breach, without recourse to arbitration. With respect to such proceedings and to any proceeding brought by the Company against me arising from or related to this Confidentiality Agreement, the parties irrevocably submit to the jurisdiction of any competent courts situated in Pune, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

- 8.4 **Severability.** In case any one or more of the provisions contained in this Confidentiality Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Confidentiality Agreement, and this Confidentiality Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Confidentiality Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- 8.5 **Successors and Assigns.** This Confidentiality Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- 8.6 **Survival.** The provisions of this Confidentiality Agreement shall survive the termination of my Employment and the assignment of this Confidentiality Agreement by the Company to any successor in interest or other assignee.
- 8.7 **Employment.** I agree and understand that nothing in this Confidentiality Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.
- 8.8 **Waiver.** No waiver by the Company of any breach of this Confidentiality Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Confidentiality Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Confidentiality Agreement.
- 8.9 **Entire Agreement.** The obligations pursuant to Clause 1 of this Confidentiality Agreement shall apply to any time during which I was previously employed, or will in the future be employed, by the Company or its Affiliate(s) as a consultant if no other agreement governs nondisclosure during such period. This Confidentiality Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Confidentiality Agreement, nor any waiver of any rights under this Confidentiality Agreement, will be effective unless in writing and signed by the parties to this Confidentiality Agreement. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Confidentiality Agreement.
- 8.10 **Notice:** Any notice and other communication provided for in this Confidentiality Agreement shall be in writing, in the manner as elected by the party giving such notice to the addresses mentioned in the preamble above.

8.11 **Counterparts:** This Confidentiality Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.

This Confidentiality Agreement shall be effective as of the Commencement Date (as defined in the Employment Agreement).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the Parties have executed this Confidentiality Agreement as of the date first written above.

By **CROWDSTRIKE INDIA PRIVATE LIMITED** through its authorized signatory **By the Employee**

DocuSigned by:  
*J.C. Herrera*  
99566B76D63C4A2...  
\_\_\_\_\_  
**Signature**

**J.C. Herrera**  
**Chief Human Resources Officer**

DocuSigned by:  
*Vaibhavi Ghogale*  
8D060299349C449...  
\_\_\_\_\_  
**Signature**

**Vaibhavi Ghogale**

8/2/2022

\_\_\_\_\_  
**Date:**

**\*\*Signature Page to CROWDSTRIKE INDIA PRIVATE LIMITED Confidentiality Agreement\*\***

**ANNEXURE III**

**PRIOR INVENTIONS**



150 Mathilda Place, 3<sup>rd</sup> Floor, Sunnyvale, CA 94086 • Phone: 1.888.512.8906 • CrowdStrike.com

01 August 2022

Vaibhavi Ghogale  
Room No. 63, H.K. Daruwala Chawl,  
Tadipittha, Near Swadeshi Mill,  
Chunabhatti, Sion, Mumbai -22,  
Mumbai 400022  
India

Re: Equity Awards of CrowdStrike Holdings, Inc.

Dear Vaibhavi:

We are pleased to inform you that we will recommend to CrowdStrike Holdings, Inc. (the “**Parent Company**”) that you be granted an award of restricted stock units (“**RSUs**”) with respect to shares of the Company’s Class A common stock having a grant date value of approximately US \$10,990 (**Award**”). The actual number of shares of the Parent Company’s Class A common stock underlying your Award will be determined in accordance with the Company’s then-current New Hire RSU Grant Reconciliation Procedure. The Company is not responsible for market fluctuations before or after the grant.

If your Award is approved, the Award will be granted under, and subject to, the terms and conditions of the Company’s 2019 Equity Incentive Plan (the “**Plan**”), as well as the terms and conditions of the applicable equity award agreement (including any country appendix thereto), which will be provided to you as soon as practicable after the date of grant and which you will be required to sign or otherwise accept in accordance with the Company’s acceptance procedures. For the avoidance of doubt, to the extent there is any inconsistency between this agreement, the Plan and your equity award agreement, the Plan and your equity award agreement will control.

If approved, the RSUs will vest and become non-forfeitable according to the vesting schedule and terms detailed in your equity award agreement. The RSUs will vest over a four-year period as follows: (i) 25% of the RSUs will vest on the one (1) year anniversary of the vesting commencement date in the applicable equity award agreement and (ii) 1/16th of the RSUs will vest on each quarterly vesting date thereafter, subject to your continued service with the Company and its subsidiaries through the applicable vesting date.. The “quarterly vesting dates” for purposes of the RSU Award will be the 20th day of each of March, June, September and December.

Please note that the Company can grant the Award to you only if and as long as it is permitted and feasible under the laws of the country in which you work and/or reside or to which laws you may be subject. If local laws make the grant of either Award illegal or impractical, the Company will let you know as soon as possible.

You should be aware that the Company, in its discretion, may change or end the operation of the Plan at any time. If the Company decides to change or terminate the Plan, you will not have any claims against the Company to receive the Awards or any other benefits equivalent to the Awards. You acknowledge that the Company is not obligated to continue to grant the Awards or any other benefits to you.

Furthermore, you should know that the Awards and any shares of the Company’s Class A common stock acquired pursuant to the Awards are an additional benefit that may be given to you by the Company and

not by your employer or any other subsidiary of the Company. Therefore, the Awards and any shares of the Company's Class A common stock acquired pursuant to the Awards are not part of your employment relationship with your employer and are completely separate from your salary or any other remuneration or benefits provided to you by your employer. This means that any gain you may realize from the Awards will not be included if or when any such salary, remuneration or benefits, including but not limited to severance payments or similar termination compensation or indemnity, payments during a notice period or payments in lieu of notice, are calculated.

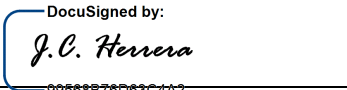
If any Award is granted to you, you will be responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any tax or social insurance contribution obligations arising from the Award and the shares of the Company's Class A common stock received pursuant to the Award, including any employer obligations that the Company has determined may legally be transferred to you and regardless of any tax and social insurance contribution withholding and/or reporting obligation of the Company or your employer. You agree that if the Award is granted to you, your employer may report or withhold taxes as may be required under local law. You agree to seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any Award granted to you.

The Company may, in its sole discretion, decide to deliver any documents related to current or any future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

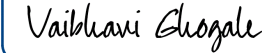
You understand that, in order for the Company to administer the grant of the Awards and any future participation in the Plan, the Company, your employer and its subsidiaries must collect, process and transfer certain of your personal data, as described in the attached Appendix A.

Finally, all disputes arising under or relating to the grant of either Award, and/or the provisions of this letter or the Plan terms shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. (but not including the choice of laws rules thereof). For purposes of litigating any dispute that arises directly or indirectly from the grant of either Award and/or the provisions of this letter, you and the Company hereby submit to and consent to the exclusive jurisdiction of the State of Delaware, U.S.A. and agree that such litigation shall be conducted only in the United States District Court for the District of New Delaware or the Delaware Superior Court, New Castle County.

Sincerely,  
CrowdStrike Holdings, Inc.

By    
J.C. Herrera  
Chief Human Resources Officer

ACKNOWLEDGED AND AGREED:

  
Vaibhavi Ghogale  
8/2/2022

Date

## **APPENDIX A**

Capitalized terms used in this Appendix A shall have the meanings ascribed to such terms in the letter to which this Appendix A is attached.

**(a) Data Collection and Usage. The Company will collect, process and use your personal data, including but not limited to, your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all equity awards or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you or your employer. In order to participate in the Plan, the Company will collect your personal data for purposes of allocating shares and implementing, administering and managing the Plan.**

***If you are based in the European Union (“EU”) or European Economic Area (“EEA”), the Company’s legal basis for the processing of your personal data is based on the necessity for Company’s performance of its obligations under the Plan and pursuant to the Company’s legitimate business interests.***

***If you are based in any other jurisdiction, the Company’s legal basis for the processing of your personal data is your consent, as further described below.***

**(b) Stock Plan Administration and Service Providers. The Company may transfer your data to one or more third party stock plan service providers based in the United States (“U.S.”), which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for you to receive and trade shares. You may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).**

**(c) International Data Transfers. Your personal data will be transferred from your country to the U.S., where the Company and its service providers are based.**

***If you are based in the EU/EEA, the Company’s legal basis for the transfer of your data to the U.S. is that it is authorized by the Company’s participation in the EU-U.S. Privacy Shield and its use of the standard data protection clauses adopted by the EU Commission.***

***If you are based in any other jurisdiction, the Company’s legal basis for the transfer of your personal data to the U.S. is your consent, as further described below.***

**(d) Data Retention. The Company will use your personal data only as long as necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs your personal data, which will generally be seven (7) years after you participate in the Plan, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company’s legal basis would be relevant laws or regulations (if you are in the EU/EEA) and/or your consent (if you are outside the EU/EEA).**

**(e) Data Subject Rights. You understand that you may have a number of rights under data privacy laws in your jurisdiction. Depending on where you are based, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in your jurisdiction, and/or (vii) receive a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding these rights or to exercise these rights, you can contact Drew Bagley at [Drew.Bagley@crowdstrike.com](mailto:Drew.Bagley@crowdstrike.com).**

**(f) Data Privacy Consent. If you are located in a jurisdiction outside the EU/EEA, you hereby unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data, as described above and in any other grant materials, by and among, as applicable, your employer, the Company and any affiliate for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that you may, at any time, refuse or withdraw the consents herein, in any case without cost, by contacting in writing your human resources representative. If you do not consent or later seek to revoke your consent, your employment status or service with your employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant the Awards or other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing consent may affect your ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, you should contact your local human resources representative.**