

PARTNER REFERRAL REGISTRATION SUMMARY OF TERMS AND CONDITIONS

- The Referral & Influence Policy and Guidelines and the 'Commercial Benefits' section of the CyberArk Partner Program Guide contain the terms and conditions for the eligibility and applicability of any incentive benefits.
- CyberArk Policy is that we will only compensate the Partner via the Partner Program.
 - Partner must be a contracted Partner in the CyberArk Partner Program in good standing with an active SFDC Account Record to be eligible.
 - Partner must have in place an adequate Partner Agreement which contains terms and conditions governing payment from CyberArk to Partner
 - The Partner must be set up as a Vendor by the AE/CAM through the CyberArk Procurement Policy to receive payment.

Before registering a referral opportunity for remuneration via a referral fee the Partner must provide sufficient information related to the opportunity to allow CyberArk to determine validity of the opportunity for eligibility. (See Appendix)

Provision of fee is subject to CyberArk's internal approval process. Based on Partner's performance of the value-add activities agreed to below, the CyberArk approved Partner(s) will receive the benefit listed based on the Partner's role in the opportunity (referral=5% and influence= 10% Fee).

A maximum aggregate of the lesser of (i) 10% of ACV or (ii) \$150,000 (or equivalent in local currency) will be paid for Referral Incentive and Influence Incentive on one opportunity.

Referred opportunity must be registered via CyberArk's defined process and approved by CyberArk prior to deal closure.

For Partners who engage to provide opportunity support to CyberArk the Partner must provide evidence of meeting the relevant Influence Criteria.

CyberArk reserves the right to adjust Partner benefit in opportunities whereby additional customer discounts are approved to win the business or where multiple partners are engaged in the opportunity.

- CyberArk will not pay, nor should a CyberArk employee promise to pay, to any third party a Referral or Influence Fee unless the third party is a Partner and has fulfilled the requirements as defined by the CyberArk Partner Program and as set out in these terms and conditions for the applicable opportunity.
- Opportunities must be in the CyberArk system with the Partner SFDC Account record properly added to the opportunity.
- Referral Incentives and Influence Incentives are opportunity-specific, not Partner or Account specific.
- Referral Incentives and Influence Incentives are payable on the relevant amounts of initial, eligible orders only, as set out in the Referral & Influence Policy and Guidelines.
- For all incentives, amounts are only payable if CyberArk has received payment from the Customer or reselling partner in cleared funds.

I have reviewed and confirm that the activities described in this form comply with the CPP Referral & Influence Policy & Guidelines, including CyberArk's Vendor and Business Partner Code of Conduct (<https://www.cyberark.com/Vendor-Business-Partner-Code-of-Conduct.pdf>).

Partner