
**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 and Exchange Act of 1934**

**Date of Report: May 25, 2017
(Date of earliest event reported)**

Invitae Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-36847
(Commission File Number)

27-1701898
(I.R.S. employer
identification number)

1400 16th Street, San Francisco, California 94103
(Address of principal executive offices, including zip code)

(415) 374-7782
(Registrant's telephone number, including area code)

N/A
(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))

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 May 25, 2017, Invitae Corporation (“Invitae”) announced the appointment of Shelly Guyer as Chief Financial Officer, effective June 12, 2017. Ms. Guyer will also serve as Invitae’s principal financial officer. Upon her appointment, Invitae’s current Chief Financial Officer, Lee Bendekgey, will fully transition to the role of Chief Operating Officer.

Ms. Guyer, age 56, most recently served as Chief Financial Officer of Veracyte, Inc., a genomic diagnostics company, from April 2013 to December 2016 and served as Veracyte’s Secretary from April 2013 to March 2014. Previously, she served as Chief Financial Officer and Executive Vice President of Finance and Administration of iRhythm Technologies, Inc., a digital healthcare company, from April 2008 to December 2012. From March 2006 to August 2007, Ms. Guyer served as Vice President of Business Development and Investor Relations of Nuvelo Inc., a biopharmaceutical company. Prior to joining Nuvelo, Ms. Guyer worked at J.P. Morgan Securities and its predecessor companies for over 17 years, serving in a variety of roles including in healthcare investment banking. Ms. Guyer holds an A.B. in Politics from Princeton University and an M.B.A. from the Haas School of Business at the University of California, Berkeley.

In connection with Ms. Guyer’s appointment as Chief Financial Officer, Invitae and Ms. Guyer entered into an offer letter agreement dated May 19, 2017 (the “Offer Letter”), pursuant to which Ms. Guyer will be entitled to receive an initial annual base salary of \$425,000. Ms. Guyer was also granted an incentive stock option to purchase 44,000 shares of Invitae common stock, a non-qualified stock option to purchase 56,000 shares of Invitae common stock, and 45,000 restricted stock units (RSUs). The stock options will vest over a 4-year period, subject to continued service, with 25% of each option award vesting on the one-year anniversary of her appointment date and the remaining 75% of each option award vesting monthly over the following three years. The shares of common stock underlying the RSUs will vest in equal annual installments over a 3-year period, subject to continued service, with the first such installment vesting on May 15, 2018. Each equity award is subject to the terms and conditions of Invitae’s stock plan and the applicable stock award agreements. The exercise price per share for the stock options will be equal to the closing price of Invitae’s common stock on the New York Stock Exchange on June 12, 2017. Ms. Guyer will also be eligible to participate in Invitae’s medical and other employee benefits programs. Her employment is “at will” and she serves as an executive officer at the discretion of Invitae’s Board of Directors.

Ms. Guyer has no family relationships with any of Invitae’s directors or executive officers, and she has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The foregoing summary of the Offer Letter is qualified in its entirety by reference to the Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 8.01 Other Events

On May 25, 2017, Invitae issued a press release announcing the senior management appointments disclosed in Item 5.02 above. A copy of such press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, dated May 19, 2017, between Invitae Corporation and Shelly Guyer.
99.1	Press release issued by Invitae Corporation on May 25, 2017.

SIGNATURE

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.

Dated: May 31, 2017

INVITAE CORPORATION

By: /s/ Lee Bendekgey

Name: Lee Bendekgey

Title: Chief Financial Officer and Secretary

EXHIBIT INDEX

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99.1	Press release issued by Invitae Corporation on May 25, 2017.



May 19, 2017

Re: Offer of Employment with Invitae Corporation

Dear Shelly:

It is my great pleasure to invite you to join the Invitae team. The terms of our offer are as follows:

1. **Duties.** You will be responsible for leading the Finance function, including the controllership, financial planning and analysis, and reporting. In addition, you will play a leading role in capital formation, corporate development, and investor relations. You will also act strategically and proactively as a member of Invitae's management team, and perform any general duties that may arise as we build Invitae into a leading genetics information company. Of course, as Invitae's business evolves, your job responsibilities will also likely change. During your employment, you will devote your best efforts and your full business time, skill and attention to your Invitae job duties.
2. **Salary.** Invitae will pay you a base salary of \$425,000 per year, less all deductions and withholdings that apply. We will pay you according to Invitae's standard payroll practices, as they may change from time to time. The company may modify your compensation during the course of your employment.
3. **Equity.** Invitae will grant you an stock option to purchase 44,000 ISO shares of common stock, an option to purchase 56,000 non-qualified shares of common stock, and in addition 45,000 restricted stock units (RSUs) granted on your start date. The stock option will vest over a 4-year period and the RSUs will vest over a 3-year period, both subject to the terms and conditions of Invitae's stock plan and the applicable stock award agreements. The grant of these shares is subject to Board approval. The exercise price per share will be equal to the price of the common stock on the date of your first day of employment.
4. **Benefits.** You will be eligible to participate in Invitae-sponsored medical and other employee benefits programs. For additional information on Invitae's benefits package, please refer to the Employee Benefits summary enclosed with this letter. We will provide further details at your New Hire Orientation, to be scheduled

soon after your first day on the job. The company may, from time to time, change these benefits.

5. **Background Check.** This offer of employment is contingent upon satisfactory results of a background check to be performed pursuant to your written authorization.

6. **Confidentiality Agreement.** As a condition of your employment, you will be expected to sign the company's standard Proprietary Information and Inventions Agreement.

7. **At-Will Employment.** Your employment with Invitae will be "at will." This means that either you or Invitae may terminate your employment at any time, with or without cause. Any contrary representations or agreements which may have been made to you are superseded by this offer letter. The "at will" term of your employment can only be changed in a writing signed by you and Invitae.

8. **Arbitration.** To provide for prompt and cost-effective resolution of any disputes that may arise, you and Invitae agree that any and all disputes, claims, or demands arising out of or relating to your employment with Invitae will be resolved, to the fullest extent legally permitted, by final, binding and confidential arbitration in San Francisco, California, conducted before a single neutral arbitrator selected and administered according to the commercial arbitration rules of JAMS, Inc. **By agreeing to this arbitration procedure, you and Invitae waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding in any jurisdiction.** You will have the right to be represented by legal counsel at any arbitration proceeding, at your expense. Invitae will pay the arbitration fee. Nothing in this offer letter is intended to prevent either you or Invitae from obtaining injunctive relief in court to prevent irreparable harm either before or after the conclusion of any arbitration.

9. **Miscellaneous.** This letter states the complete and exclusive terms and conditions of your offer and supersedes any other agreements, whether written or oral. By joining Invitae, you are agreeing to abide by all Invitae policies and procedures as they are established. The terms of this offer and your employment with Invitae will be governed in all aspects by the laws of the State of California. As required by law, this offer is subject to satisfactory proof of your right to work in the United States.

Shelly Guyer
May 19, 2017
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We look forward to having you join us on or before June 26. If you wish to accept this offer under the terms and conditions described above please sign and date this letter and return it to me by May 22, 2017. If you have any questions about the terms of this offer, please contact me at any time.

Best Regards,

/s/ Sean George

Sean George
Invitae Corporation

I have read this offer letter. I understand and agree to its terms.

/s/ Shelly Guyer

Shelly Guyer
Date: May 22, 2017
Start Date: June 12, 2017



Invitae Broadens Management Team to Scale Expanding Business and Meet Rising Demand

— Shelly Guyer appointed chief financial officer as Lee Bendekgey takes on role of chief operating officer —

SAN FRANCISCO, May 25, 2017 – Invitae Corporation (NYSE: NVTA), one of the fastest growing genetic information companies, announced that industry veteran Shelly Guyer, most recently chief financial officer at Veracyte, Inc., a genomic diagnostics company, has been named chief financial officer, effective June 12, 2017. Upon her appointment, Invitae’s current chief financial officer, Lee Bendekgey, will fully transition to the role of chief operating officer.

“I’m thrilled to be joining Invitae’s team of thought leaders to help position the company as an innovator in the dynamic and ever-changing genomics market,” said Shelly Guyer, future chief financial officer of Invitae. “It is an exciting time to be joining Invitae as the company continues to redefine the genetic information field and begins to evolve its business beyond the traditional scope of diagnostic testing to include industry-leading content, support, and services.”

Ms. Guyer has extensive experience building and leading strong financial functions as a senior executive and leader in life sciences, as well as domain expertise from years as an investment banker and venture capitalist. Prior to her CFO position at Veracyte, Ms. Guyer served as CFO and EVP of finance and administration at iRhythm Technologies, Inc., a digital healthcare company redefining the clinical diagnosis of cardiac arrhythmias. She began her business career at Hambrecht & Quist and later J.P. Morgan Securities, where for more than 17 years she held various positions, including principal of healthcare banking for the West Coast, leading financings for a variety of large and small cap life science companies. Ms. Guyer holds an AB from Princeton University and an MBA from the Haas School of Business, University of California, Berkeley.

“Broadening our management team to include the depth of experience Shelly brings will help ensure Invitae has the operational and financial infrastructure to support our long-term vision of ensuring comprehensive, affordable access to the highest quality genetic information,” said Lee Bendekgey, future chief operating officer of Invitae. “In my new role, I will be focused on ensuring that as we expand our platform to broaden the utility of genetic information, we do so in a cost-effective, scalable manner that meets current demand and future opportunity.”

About Invitae

Invitae Corporation's (NYSE: NVT) mission is to bring comprehensive genetic information into mainstream medical practice to improve the quality of healthcare for billions of people. Invitae's goal is to aggregate most of the world's genetic tests into a single service with higher quality, faster turnaround time, and lower price than many single-gene and panel tests today. The company currently provides a diagnostic service comprising approximately 1,500 genes for a variety of genetic disorders associated with oncology, cardiology, neurology, pediatrics, and other rare disease areas, as well as a clinical whole exome analysis service. Additionally, the company has created a Genome Network to connect patients, clinicians, advocacy organizations, researchers, and therapeutic developers to accelerate the understanding, diagnosis, and treatment of hereditary disease. For more information, visit our website at invitae.com.

Safe Harbor Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements relating to the company's new management appointments and its future growth and position in the market; the company's rapid rise to the top of the genetic information field and the beginning of its evolution from traditional diagnostic testing to industry-leading content, support and services; the company's commitment to continue delivering high quality genetic tests and drive continued growth in its Genome Network; and that broadening the company's management team will help ensure it has the operational and financial infrastructure to support its near-term growth and long-term goals. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially, and reported results should not be considered as an indication of future performance. These risks and uncertainties include, but are not limited to: risks associated with the loss of any member of the company's senior management team; the company's ability to manage growth effectively, the company's ability to use rapidly changing genetic data to interpret test results accurately and consistently; the company's history of losses; the company's ability to compete; laws and regulations applicable to the company's business; and the other risks set forth in the company's filings with the Securities and Exchange Commission, including the risks set forth in the company's Annual Report on Form 10-K for the year ended December 31, 2016. These forward-looking statements speak only as of the date hereof, and Invitae Corporation disclaims any obligation to update these forward-looking statements.

NOTE: Invitae and the Invitae logo are trademarks of Invitae Corporation. All other trademarks and service marks are the property of their respective owners.

Source: Invitae Corporation

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