
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported)
August 29, 2016

Square, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37622
(Commission
File Number)

80-0429876
(IRS Employer
Identification No.)

1455 Market Street, Suite 600
San Francisco, CA 94103
(Address of principal executive offices, including zip code)

(415) 375-3176
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 29, 2016, Square, Inc. (the “Company”) announced that Ajmere Dale, age 46, will join the Company as Chief Accounting Officer, effective August 29, 2016. Mr. Dale will assume the responsibility as Chief Accounting Officer from Sarah Friar, who will continue her role as the Company’s Chief Financial Officer.

Prior to joining the Company, Mr. Dale served as Vice President and Corporate Controller for SolarCity Corporation, where he was responsible for financial accounting and reporting, from February 2009 to July 2016. Mr. Dale is an Associate Chartered Accountant of the Institute of Chartered Accountants in England and Wales and holds a Masters in Engineering in Electrical and Electronic Engineering from Imperial College London.

There are no family relationships between Mr. Dale and any director or executive officer of the Company, and there have been no transactions between Mr. Dale and the Company in the last fiscal year, and none are currently proposed, that would require disclosure under Item 404(a) of Regulation S-K.

Pursuant to the terms of an offer letter (the “Letter”), dated as of June 7, 2016, by and between the Company and Mr. Dale, Mr. Dale’s base salary will be \$245,000, with a one-time hire-on bonus of \$100,000 that is subject to reimbursement in the event Mr. Dale voluntarily terminates his employment with the Company within 12 months of the hire date. Mr. Dale will also be granted restricted stock units covering 130,000 shares of the Company’s Class A common stock that will vest over 5 years as described in the Letter and subject to the terms of the Company’s 2015 Equity Incentive Plan, as amended and restated, and the applicable restricted stock unit agreement. The foregoing description of Mr. Dale’s Letter is qualified in its entirety by the text of the Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On August 29, 2016, the Company publicly announced the appointment of Mr. Dale.

The information furnished pursuant to Item 7.01 on this Form 8-K shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any other filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter between the Registrant and Ajmere Dale, dated as of June 7, 2016.

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.

SQUARE, INC.

By: /s/ Dana R. Wagner

Dana R. Wagner
General Counsel

Date: August 29, 2016

EXHIBIT INDEX

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06/07/2016

Your Offer

Ajmere Dale

Chief Accounting Officer

Dear Ajmere:

Square, Inc., a Delaware corporation (the “Company”), is pleased to offer you employment with the Company on the terms described below.

1. **Position.** You will start in a full-time position as Chief Accounting Officer and you will report to Sarah Friar. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit or restrict you from performing your duties with the Company.
2. **Compensation.** You will be paid an annual salary at the rate of USD 245,000.00, payable on the Company’s regular payroll dates. Your position is classified as exempt.

The Company will provide you with a one-time hire-on bonus of USD 100,000.00, which will be included with your first paycheck. This payment will be made in accordance with the Company’s standard payroll practice and may be subject to applicable withholding and payroll taxes. If you voluntarily terminate your employment with the Company within 12 months of your hire date, you will be responsible for reimbursing all of the hire-on bonus, at the Company’s sole discretion. However, if your manager, Sarah Friar, voluntarily terminates her employment with the Company and you subsequently voluntarily terminate your employment with the Company within 12 months of your hire date, you will be responsible for reimbursing the hire-on bonus that you received from the Company, reduced by 1/12 for each complete month of service that you have completed with the Company since your hire date.

3. **RSUs.** We will recommend to the Board of Directors of the Company or an authorized committee thereof (the “Committee”) that you be granted restricted stock units covering 130,000 shares of the Company’s Class A common stock (the “RSUs”). The vesting commencement date for the RSUs will be the 1st or the 16th day of the month immediately following your hire date (the “Vesting Commencement Date”). The RSUs will be subject to the terms and conditions applicable to restricted stock units granted under the Company’s 2015 Equity Incentive Plan (the “Plan”) and the applicable restricted stock unit agreement. 25% of the RSUs will vest on the one year anniversary of the Vesting Commencement Date and 1/16th of the RSUs will vest on quarterly vesting dates thereafter as long you remain in continuous service to the Company, as described in the applicable restricted stock unit agreement.

The grant of such RSUs by the Company is subject to the approval of the Committee, and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company. You should consult with your own tax advisor concerning the tax risks associated with accepting an RSU award pertaining to the Company’s Class A common stock.

4. **Confidential Information and Invention Assignment Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company’s enclosed standard Confidential Information and Invention Assignment Agreement (the “Confidentiality Agreement”).
5. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, without prior notice and with or without cause. Any contrary representations, which may have been made to you, are superseded by this offer. This is the full and complete

agreement between you and the Company on this term. Further, your participation in any equity or benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Company's Chief Executive Officer.

6. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company. In addition, while you render services to the Company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company.
7. **Withholding Taxes.** All forms of compensation referred to in this letter are subject to applicable withholding and payroll taxes.
8. **Authorization to Work.** Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, at the time of joining, you must have authorization to work for the Company in the United States. You should present documentation demonstrating that you have authorization to work for the Company in the United States on the first day of your new position, but no later than within three (3) days of starting your new position. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office.
9. **Arbitration.** You and the Company will submit to mandatory and exclusive binding arbitration of any controversy or claim arising out of, or relating to, this Agreement, the formation, breach, interpretation or enforceability of this Agreement, including the employment relationship between you and the Company or the termination of the employment relationship between you and the Company, provided, however, that the parties retain their rights to apply for provisional remedies pursuant to California Code of Civil Procedure §1281.8. Such arbitration will be governed by the Federal Arbitration Act and conducted through the American Arbitration Association in the State of California, San Francisco County, before a single neutral arbitrator, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association in effect at that time. Except as otherwise required under applicable law, you and the Company expressly intend and agree that (1) class action procedures, and/or actions in any purported representative capacity on behalf others, will not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; and (2) you and the Company each will not assert class action claims or purported representative claims against the other in arbitration or otherwise. The arbitration will provide for reasonable written discovery and depositions. The arbitrator will have the authority to grant you or the Company or both all remedies otherwise available by law. The arbitrator will issue a written decision that contains the essential findings and conclusions on which the decision is based. You will bear only those costs of arbitration you would otherwise bear had you brought a claim covered by this Agreement in court. Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10. **Background Check.** The Company may conduct an employment verification of criminal, education, and employment background. This offer can be rescinded based upon data received in the verification.
11. **Entire Agreement.** This letter, along with the Confidentiality Agreement, the Plan, and any other agreements between you and the Company governing your Company equity award(s), collectively constitute the entire agreement between you and the Company regarding the subject matter contained herein, and they supersede and replace any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter.

If you wish to accept this offer, please sign and date both the enclosed duplicate original of this letter and the enclosed Confidentiality Agreement and return them to me. As required, by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. This offer, if not accepted, will expire at the close of business on 06/10/2016.

We look forward to having you join us!

Very truly yours,

Square, Inc.

By:

/s/ Jacqueline Reses
(Signature)

Jacqueline Reses
Name

People Lead
Title

Accepted and agreed:

/s/ Ajmere Dale
(Signature)

Ajmere Dale
Name

06/10/2016
Date

08/29/2016
Anticipated Start Date