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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): June 7, 2021**

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**INVITAE CORPORATION**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-36847**  
(Commission  
File Number)

**27-1701898**  
(I.R.S. Employer  
Identification No.)

**1400 16th Street,  
San Francisco, California**  
(Address of principal executive offices)

**94103**  
(Zip Code)

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

**N/A**  
(Former name or former address, if changed since last report.)

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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:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.0001 par value per share</b>	<b>NVTA</b>	<b>The New York Stock Exchange LLC</b>

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.

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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.**

Effective June 21, 2021, Yafei (Roxi) Wen will be appointed Chief Financial Officer of Invitae Corporation (the “Company”). Upon her appointment, the Company’s current Chief Financial Officer, Shelly D. Guyer, will fully transition to her new role leading the Company’s sustainability efforts, including the Company’s ESG (environmental, social and governance) initiatives.

Ms. Wen, age 49, most recently served as Chief Financial Officer at Mozilla Corporation, an open-source software company, since February 2019. Prior to that, Ms. Wen served as Chief Financial Officer of Elo Touch Solutions, Inc., a touchscreen solutions company, from April 2014 to February 2019, and as Vice President of Finance at FleetPride, Inc., an industrial distribution company, from 2013 to 2014. Ms. Wen served as Senior Finance Director and Treasurer of Lineage Power Holdings, Inc., a global electronics power technology company, from 2008 to 2011, and following its acquisition by GE Energy, its Chief Financial Officer from 2011 to 2013. Prior to that, Ms. Wen served as Finance Manager at Medtronic plc, a global medical technology company, from 2002 to 2008. Ms. Wen holds a Bachelor of Economics from Xiamen University, and an M.B.A. from the University of Minnesota.

In connection with Ms. Wen’s appointment as Chief Financial Officer, Ms. Wen and the Company entered into an offer letter dated May 19, 2021 (the “Offer Letter”), pursuant to which Ms. Wen will be entitled to receive an annual base salary of \$475,000. Ms. Wen will be granted 125,000 restricted stock units (“RSUs”), which will vest over a three-year period. Ms. Wen will be paid an additional \$500,000 as a sign-on bonus, which is to be repaid if she resigns before the anniversary of her start date. Ms. Wen’s RSU grants will be subject to the terms and conditions of the 2015 Stock Incentive Plan and the applicable stock award agreements, and will be subject to a registration statement on Form S-8 covering the shares of common stock underlying the RSUs being filed with the Securities and Exchange Commission. Ms. Wen will also be eligible to participate in the Company’s management incentive compensation plan and to receive up to 19,900 in performance RSUs subject to the terms of such plan, in addition to medical and other employee benefits programs. Ms. Wen’s employment will be on an “at will” basis.

In connection with her appointment as Chief Financial Officer, the Company expects to enter into its form of change in control and severance agreement and form of indemnification agreement with Ms. Wen. Ms. Wen has no family relationships with any of the Company’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. On June 11, 2021, the Company issued a press release announcing Ms. Wen’s appointment as Chief Financial Officer. A copy of such press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

On June 9, 2021, Katherine A. Stueland, the Company’s Chief Commercial Officer, notified the Company that effective June 18, 2021, she will be stepping down from her role to accept a CEO position at another company.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

The Company held its Annual Meeting of Stockholders on June 7, 2021. The matters voted upon at the meeting and the results of those votes are set forth below.

1. The following Class II directors were elected to serve until the 2024 annual meeting of stockholders or until their successors are duly elected and qualified:

	<u>For</u>	<u>Withheld</u>	<u>Broker Non-Votes</u>
Kimber D. Lockhart	117,760,052	709,961	41,557,422
Chitra Nayak	89,724,192	28,745,821	41,557,422

2. The compensation of the Company's named executive officers was approved, on a non-binding advisory basis.

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
116,591,304	1,464,921	413,788	41,557,422

3. The appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2021 was ratified.

<u>For</u>	<u>Against</u>	<u>Abstain</u>
159,473,146	385,462	168,827

4. The stockholder proposal concerning proxy access was not approved.

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
30,193,401	87,684,402	592,210	41,557,422

5. The stockholder proposal concerning majority voting in uncontested director elections was not approved.

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
40,010,024	77,889,580	570,409	41,557,422

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Offer Letter, dated May 19, 2021, between Invitae Corporation and Roxi Wen.</a>
99.1	<a href="#">Press Release, dated June 11, 2021.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).



May 19, 2021

Roxi Wen

San Jose, CA

**Re: Offer of Employment with Invitae Corporation**

Dear Roxi,

It is with great pleasure to invite you to join the Invitae team. We look forward to having you join us on **June 21, 2021**. The terms of our offer are as follows:

**1. Duties.** As a **full time employee**, your role will be **Chief Financial Officer**. As Invitae's business evolves, your job responsibilities are subject to 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 \$475,000.00 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. Location.** This will be a remote position.

**4. Sign-on Bonus.** In addition, you will receive a one-time **\$500,000.00** sign-on bonus. Your sign-on bonus will be payable with your initial paycheck following your commencement of employment with Invitae and will be refundable should you resign your employment within twelve (12) months of your start date.

**5. Equity.** Invitae will grant you **125,000** shares of restricted stock units (RSUs). These RSUs will vest over a 3-year period, subject to the terms and conditions of Invitae's 2015 Stock Incentive Plan and the applicable Stock Award Agreement. You will also be eligible to participate in the Invitae 2021 Executive Management Incentive Compensation Plan (the "Plan") and to receive up to 19,900 in performance RSUs, subject to the terms of the Plan.

**6. Benefits.** If you choose to enroll, health coverage will begin on the 1st of the following month (e.g., if you start April 22nd, your medical benefits go live May 1st.) 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.

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

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**8. Confidentiality Agreement.** As a condition of your employment, you will be expected to sign Invitae's standard At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement.

**9. 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 writing signed by you and Invitae.

**10. Arbitration.**

**(a) Agreement to Arbitrate All Disputes.** To ensure the timely and economical resolution of disputes that may arise between you and Invitae, both you and Invitae mutually agree that pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by applicable law, you will submit solely to final, binding and confidential arbitration any and all disputes, claims, or causes of action arising from or relating to: **(i)** the negotiation, execution, interpretation, performance, breach or enforcement of this Agreement; or **(ii)** your employment with Invitae (including but not limited to all statutory claims); or **(iii)** the termination of your employment with Invitae (including but not limited to all statutory claims). **BY AGREEING TO THIS ARBITRATION PROCEDURE, BOTH YOU AND INVITAE WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTES THROUGH A TRIAL BY JURY OR JUDGE OR THROUGH AN ADMINISTRATIVE PROCEEDING.**

**(b) Arbitrator Authority.** The Arbitrator shall have the sole and exclusive authority to determine whether a dispute, claim or cause of action is subject to arbitration under this Arbitration section and to determine any procedural questions which grow out of such disputes, claims or causes of action and bear on their final disposition.

**(c) Individual Capacity Only.** All claims, disputes, or causes of action under this Arbitration section, whether by you or Invitae, must be brought solely in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences in this paragraph are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration.

**(d) Arbitration Process.** Any arbitration proceeding under this Arbitration section shall be presided over by a single arbitrator and conducted by JAMS, Inc. ("JAMS") in San Francisco under the then applicable JAMS rules for the resolution of employment disputes (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>). You and Invitae both have the

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right to be represented by legal counsel at any arbitration proceeding, at each party's own expense. The Arbitrator shall: **(i)** have the authority to compel adequate discovery for the resolution of the dispute; **(ii)** issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and **(iii)** be authorized to award any or all remedies that you or Invitae would be entitled to seek in a court of law. Invitae shall pay all JAMS arbitration fees in excess of the amount of court fees that would be required of you if the dispute were decided in a court of law.

**(e) Excluded Claims.** This Arbitration section shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including, without limitation, claims brought pursuant to the California Private Attorneys General Act of 2004, as amended, the California Fair Employment and Housing Act, as amended, and the California Labor Code, as amended, to the extent such claims are not permitted by applicable law to be submitted to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "**Excluded Claims**"). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration.

**(f) Injunctive Relief and Final Orders.** Nothing in this Arbitration section is intended to prevent either you or Invitae from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any final award in any arbitration proceeding hereunder may be entered as a judgment in the federal and state courts of any competent jurisdiction and enforced accordingly.

**11. 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.

We look forward to having you join us on **June 21, 2021** 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 28, 2021**. If you have any questions about the terms of this offer, please contact me.

**Best Regards,**

/s/ Desarie French

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**Desarie French**

**Head of Talent Operations**

**Invitae Corporation**

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

/s/ Roxi Wen

**Roxi Wen**

Today's Date: 2021-May-19



### **Invitae appoints technology and medtech veteran Roxi Wen as chief financial officer**

**SAN FRANCISCO, June 11, 2021** — Invitae (NYSE: NVTA), a leading medical genetics company, today announced the appointment of Roxi Wen as its chief financial officer, effective June 21, 2021. Wen brings decades of success as a senior financial executive where she scaled global technology and medical technology companies.

“We’re delighted Roxi will be joining our team. Her track record of driving growth, financial management and execution of unique business models in the U.S. and international markets across technology and life science settings is well suited to our goals,” said Sean George, Ph.D., co-founder and chief executive officer of Invitae. “In addition to her expertise, Roxi shares our team’s passion to deliver genetic information improving healthcare for patients worldwide.”

Wen comes to Invitae from Mozilla Corporation, where she served as CFO for the past two years, leading a transformation covering all aspects of the business, driving capital allocation, building analytics capability, restoring profitability and leading revenue diversification. In that role, she oversaw finance and accounting, M&A, business development, data and analytics, IT and engineering operations, workplace resources, and sustainability. Prior to Mozilla, Wen served in CFO roles at Elo Touch Solutions, a global innovator and leader in touch screen systems, and General Electric Critical Power following experience driving capital market and business finance efforts at Medtronic, a leading medical technology company. Roxi is a CFA charterholder and has a MBA from the University of Minnesota.

As previously announced, Shelly D. Guyer, Invitae’s current chief financial officer, will now focus full-time on the company’s Environment, Social and Governance (ESG) efforts, which were detailed in the publication of Invitae’s first-ever ESG Annual Report in March 2021.

“Shelly has been instrumental in Invitae’s growth as she led us through a tenfold increase in revenue, from a company valuation of \$400 million to over \$6 billion, while raising over \$3 billion of capital in the process to fuel our ability to achieve our most important marker of success: growing from helping tens of thousands of patients to over 2 million as of a few weeks ago,” said Dr. George. “With Roxi’s arrival, Shelly will now shift to focus exclusively on leading our ESG efforts, a central priority for Invitae, our team, our customers and our investors. She has long been interested in amplifying our ESG efforts, and I’m pleased this important effort is in her capable hands.”

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**About Invitae**

Invitae Corporation (NYSE: NVTX) is a leading medical genetics company whose mission is to bring comprehensive genetic information into mainstream medicine to improve healthcare for billions of people. Invitae's goal is to aggregate the world's genetic tests into a single service with higher quality, faster turnaround time, and lower prices. For more information, visit the company's website at [invitae.com](http://invitae.com).

**Safe Harbor Statement**

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements relating to the appointment of Roxi Wen as the company's new chief financial officer and Shelly Guyer's focus on leading the company's ESG efforts. 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: the company's history of losses; the company's ability to compete; the company's failure to manage growth effectively; the company's need to scale its infrastructure in advance of demand for its tests and to increase demand for its tests; the company's ability to use rapidly changing genetic data to interpret test results accurately and consistently; security breaches, loss of data and other disruptions; 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 Quarterly Report on Form 10-Q for the quarter ended March 31, 2021. These forward-looking statements speak only as of the date hereof, and Invitae Corporation disclaims any obligation to update these forward-looking statements.

Source: Invitae Corporation

**Contact for Invitae:**

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