

**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): September 3, 2025**

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**SNOWFLAKE INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation or organization)

**001-39504**  
(Commission File Number)

**46-0636374**  
(IRS Employer Identification No.)

**Suite 3A, 106 East Babcock Street**  
**Bozeman, Montana**  
(Address of Principal Executive Offices)<sup>1</sup>

**59715**  
(Zip Code)

**(844) 766-9355**  
(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))

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

| <u>Title of each class</u>       | <u>Trading Symbol(s)</u> | <u>Name of each exchange on which registered</u> |
|----------------------------------|--------------------------|--|
| Common Stock, \$0.0001 par value | SNOW                     | The New York Stock Exchange                      |

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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<sup>1</sup> The Company is a Delaware corporation with a globally distributed workforce and no corporate headquarters. Under the Securities and Exchange Commission's rules, the Company is required to designate a "principal executive office." For purposes of this report, it has designated its office in Bozeman, Montana as its principal executive office.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

As previously reported in a Current Report on Form 8-K filed by Snowflake Inc. (the “*Company*”) with the Securities and Exchange Commission (the “*SEC*”) on February 26, 2025 (File No. 001-39504), on February 25, 2025, Michael P. Scarpelli notified the Company of his intention to retire as the Company’s Chief Financial Officer and the Company began conducting a search for Mr. Scarpelli’s successor.

On September 3, 2025, the Company announced the appointment of Brian Robins by the Company’s Board of Directors (the “*Board*”) to succeed Mr. Scarpelli as the Company’s new Chief Financial Officer and principal financial officer, effective upon the first day Mr. Robins begins employment with the Company, which is expected to be September 22, 2025.

Mr. Scarpelli plans to remain in his current role until the effective date of the appointment of Mr. Robins, after which he expects to remain an employee of the Company for a period of time to support continuity and a smooth transition. In addition, as previously disclosed, the Company and Mr. Scarpelli entered into a consulting agreement setting forth the terms of his post-employment advisory role, under which Mr. Scarpelli will serve as an independent contractor for a 12-month term following the effective date of the termination of his employment with the Company, and Mr. Scarpelli’s outstanding equity awards will continue to vest in accordance with their terms during such period.

Brian Robins, age 55, has served as Chief Financial Officer of GitLab Inc. (“*GitLab*”), a technology company, since October 2020, where he is responsible for overseeing the company’s financial planning, analysis, and reporting. Mr. Robins currently serves on the GitLab Foundation Board of Directors and the Board of Directors of ID.me as a member and as audit committee chair. Prior to GitLab, from October 2019 to October 2020, Mr. Robins served as Chief Financial Officer of Sisense Ltd., a business intelligence software company, and from August 2017 to April 2019, he served as Chief Financial Officer and Treasurer of Cylance Inc., a cybersecurity software company. Mr. Robins also served as Chief Financial Officer of AlienVault, Inc. a unified security management software company, from June 2015 to August 2017. From October 2012 to March 2014, he served as the Vice President and Chief Financial Officer of Global Business Services at Computer Sciences Corporation, a global information technology company. From February 2007 to October 2011, he held several senior positions at VeriSign, Inc., including Chief Financial Officer from August 2009 to October 2011. Mr. Robins holds a B.S. degree in Finance from Lipscomb University and an M.B.A from Vanderbilt University.

The Company entered into an offer letter with Mr. Robins, dated August 27, 2025, in connection with his appointment as Chief Financial Officer. The offer letter provides for at-will employment. In addition, the offer letter provides for, among other things: (i) an annual base salary of \$500,000, (ii) an annual incentive bonus under the Company’s Cash Incentive Bonus Plan with a target amount equal to 100% of Mr. Robins’s annual base salary, subject to the achievement of performance goals as determined from time to time by the compensation committee of the Board (the “*Compensation Committee*”), and (iii) the following equity awards with respect to shares of the Company’s common stock, each to be granted pursuant to the Company’s 2020 Equity Incentive Plan (as amended from time to time, the “*Plan*”) upon subsequent approval by the Compensation Committee or the Board, with vesting subject to Mr. Robins’s Continuous Service (as defined in the Plan) through each applicable vesting date:

(1) a new hire restricted stock unit award, valued at \$28,000,000, 7.5% of which will vest on each of the first eight (8) quarterly vest dates (which will be March 8, June 8, September 8, and December 8 of each year) and 5% of which will vest on each quarterly vest date thereafter, starting with December 8, 2025 as the first quarterly vest date; and

(2) an additional restricted stock unit award, valued at \$2,500,000, which will vest in 16 equal quarterly installments on the quarterly vest dates, starting with December 8, 2025 as the first quarterly vest date.

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The offer letter also provides that Mr. Robins will be eligible to participate in the Company's Annual Market Review program for members of the executive leadership team for the fiscal year ending January 31, 2027, and is expected to receive, subject to approval by the Compensation Committee or the Board, equity awards with respect to shares of the Company's common stock valued at \$5,000,000, anticipated to be split between a restricted stock unit award and a performance restricted stock unit award (the "**AMR Awards**"). The AMR Awards will be subject to the standard structure and methodology approved by the Compensation Committee or the Board.

Mr. Robins will also participate in the Company's Severance and Change in Control Plan (the "**Severance Plan**") as a "Tier 2 Covered Employee," as further described in the section titled "Executive Compensation—Potential Payments Upon Termination or Change in Control" in the Company's Definitive Proxy Statement on Schedule 14A filed with the SEC on May 21, 2025 (File No. 001-39504) and the Company's Current Report on Form 8-K filed with the SEC on August 23, 2023 (File No. 001-39504), to which the Severance Plan is attached as Exhibit 10.7. The foregoing description of Mr. Robins's offer letter does not purport to be complete and is qualified in its entirety by reference to the offer letter, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference. Mr. Robins is also expected to enter into the Company's standard form of indemnification agreement, which has been filed as Exhibit 10.10 to the Company's Registration Statement on Form S-1, filed with the SEC on August 24, 2020 (File No. 333-248280).

Other than the offer letter, there is no arrangement or understanding between Mr. Robins and the Company or any other person pursuant to which Mr. Robins was appointed as Chief Financial Officer of the Company that would require disclosure under Item 401(b) of Regulation S-K under the Securities Act of 1933, as amended ("**Securities Act**"). Additionally, there is no family relationship between Mr. Robins and any other person that would require disclosure under Item 401(d) of Regulation S-K. There are no transactions involving the Company and Mr. Robins that the Company would be required to report pursuant to Item 404(a) of Regulation S-K.

#### **Item 7.01 Regulation FD Disclosure.**

A copy of the press release announcing Mr. Robins's appointment as Chief Financial Officer of the Company is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information contained in this Item 7.01 of this Current Report on Form 8-K, including the accompanying Exhibit 99.1 hereto, 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 in any filing made by the Company under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings, unless expressly incorporated by specific reference in such filings.

#### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

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| Exhibit No.          | Description   |
|----------------------|---|
| <a href="#">10.1</a> | <a href="#">Offer Letter by and between Snowflake Inc. and Brian Robins, dated August 27, 2025.</a>       |
| <a href="#">99.1</a> | <a href="#">Press release issued by Snowflake Inc. dated September 3, 2025.</a>                           |
| 104                  | Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document. |

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Snowflake Inc.**

Date: September 3, 2025

By: /s/ Sridhar Ramaswamy  
Sridhar Ramaswamy  
Chief Executive Officer



August 27, 2025  
Brian Robins

Dear Brian,

We are excited to offer you the position of Chief Financial Officer reporting to Sridhar Ramaswamy. This is a full-time position based in the San Francisco Bay Area. Your official start date will be in September 2025.

### **Compensation and Benefits Information**

Your annual salary will be **\$500,000** per year, less taxes, payroll deductions and withholding. Our pay frequency is bi-weekly and you will receive your paycheck every other Friday (except if Friday falls on a holiday, then payday will be the day prior). You are eligible for benefits as set forth in Snowflake's Employee Benefits Guide.

### **Annual Bonus**

You will be eligible to participate in the Quarterly Corporate Bonus Plan (the "**Bonus Plan**"). Your annual incentive bonus target is **100%** of your then-current annual salary, subject to the achievement of Company performance goals as determined by the Compensation Committee of the Board, and subject to the terms of any plan governing such bonus. Any bonus is payable at Snowflake's discretion based upon both Company and individual performance.

Your eligibility and compensation under this Bonus Plan will be governed under the terms of the Bonus Plan and applicable Snowflake policy, as established from time to time. The payment of any bonus (if any) and its amount will be at the absolute discretion of Snowflake. Bonuses are calculated and paid quarterly, and you will first be eligible for a bonus payout with respect to your first full quarter of employment. All payouts are at management's discretion and are not guaranteed. Snowflake reserves the right to review, amend, or replace the Bonus Plan at any time in its sole discretion.

### **Equity**

Following the day you begin employment with Snowflake (your "**Start Date**") and subject to approval by Snowflake's Board of Directors or an authorized committee thereof (the "**Board**"), you will be granted the following equity awards:

- A new hire restricted stock unit award (the "**New Hire RSU Award**") with respect to a number of shares of Snowflake's Common Stock ("**Common Stock**" or "**Shares**") equal to **USD \$28,000,000**.

The New Hire RSU Award will vest as follows: 7.50% of the New Hire RSU Award will vest on each Quarterly Vest Date, beginning on the first Quarterly Vest Date (defined below) following the date of grant, for the first eight (8) Quarterly Vest Dates, and 5.00% of the New Hire RSU Award will vest on each Quarterly Vest Date thereafter, subject in each case to your Continuous Service (as defined in the Snowflake Inc. 2020 Equity Incentive Plan, as amended from time to time (the

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“Plan”)) through each such date. Snowflake’s “**Quarterly Vest Dates**” will fall within March, June, September, and December of each year.

- An additional restricted stock unit award (the “**Corporate RSU Award**” and, together with the New Hire RSU Award, the “**RSU Awards**”) with respect to a number of Shares equal to **USD \$2,500,000**.

The Corporate RSU Award will vest as follows: 6.25% of the Corporate RSU Award will vest on each Quarterly Vest Date, beginning on the first Quarterly Vest Date following the date of grant, subject in each case to your Continuous Service through each such date.

In addition, you will also be eligible to participate in Snowflake’s Annual Market Review program for members of the executive leadership team for fiscal year 2027. Subject to the approval of the Board, we expect that you will receive equity awards with respect to a number of Shares equal to **USD \$5,000,000**, anticipated to be split between a restricted stock unit award and a performance restricted stock unit award (the “**AMR Awards**”, and, together with the RSU Awards, the “**Equity Awards**”). The AMR Awards will be subject to the standard structure and methodology approved by the Board for members of the executive leadership team.

The number of Shares subject to each Equity Award (other than the AMR Awards) will be calculated by dividing the intended dollar value listed above by the average daily closing price of a Share on the New York Stock Exchange for the ten (10) trading days ending on (and including) the final trading day of the month in which you sign this offer letter, rounded up to the nearest whole share (the “**Grant Conversion Price**”).

The Equity Awards will be granted under and subject to the terms of the Plan, the award agreement issued thereunder, and Snowflake’s policies in effect from time to time, all of which will control in the event of any conflict with this offer letter. Subject to the below, if your Continuous Service terminates prior to any applicable vesting date, then the unvested portion of your Equity Awards, and your right to receive shares subject to such unvested portion, will immediately terminate. To the extent any Shares underlying any AMR Award are not earned, the unearned Shares will be automatically cancelled for no consideration.

### **Severance**

You will be eligible for severance benefits as a Tier II employee as defined in Snowflake’s [Severance and Change in Control Plan](#) (as amended from time to time, the “**Severance Plan**”).

### **Relocation Allowance**

In connection with your relocation to a location designated by the Company by December 1, 2025, we will provide you with (i) a lump sum payment of \$25,000 to be advanced to you in your first regular paycheck, to cover reasonable and pre-approved relocation expenses (“**Relocation Costs**”), and (ii) once you have completed your relocation (the “**Completed Relocation Date**”), a lump sum payment to reimburse you for your remaining Relocation Costs on a grossed-up basis, provided that you are actively and continuously employed by Snowflake in good standing and not subject to notice of termination on each payment date. The gross amount of the Relocation Costs, including the gross-up for applicable taxes, will be considered taxable compensation. You agree that if, prior to your one-year anniversary of the Completed Relocation Date, you have provided Snowflake notice that you are terminating your employment other than for Good Reason or Snowflake has given you notice that your employment will terminate for Cause (“**Good Reason**” and “**Cause**” as defined in the Severance Plan), you will repay the Relocation Costs in full within ten (10) business days of Snowflake’s written request. Repayment must be made within ten (10) business days of your termination date and you further agree that any amounts due may be deducted from your final pay to the extent permitted by applicable law.

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## Other Details

As required by law, your employment with Snowflake is contingent upon your providing legal proof of your identity and authorization to work in the United States.

In addition, Snowflake conducts background and reference checks on all of its potential employees. Your job offer, therefore, is contingent upon clearance of such background and reference checks. Further information regarding our background check will follow your signature of this letter.

As a condition of employment, you are also required to execute Snowflake's standard form of Employee Proprietary Information and Inventions Assignment Agreement attached as Appendix A.

If you accept this offer, you understand and agree that your employment is "at-will" and is for no specific period of time. This means you may resign at any time, for any reason. Likewise, we can end or change our employment relationship with you, with or without cause or advance notice. This also means that Snowflake may change your position, duties, reporting relationship, work location, compensation, and benefits from time to time at its discretion.

This offer letter, together with your Employee Proprietary Information and Inventions Assignment Agreement, forms the complete and exclusive statement of your employment agreement with Snowflake. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to Snowflake's discretion in this letter, require a written modification signed by an officer of Snowflake.

You may accept this offer by signing this letter and the enclosed Employee Proprietary Information and Inventions Assignment Agreement and returning them to me.

We look forward to having you join us and contribute to Snowflake's success.

Best Regards,

/s/ Sridhar Ramaswamy  
Sridhar Ramaswamy  
Chief Executive Officer  
Accepted:

/s/ Brian Robins                      August 27, 2025  
Brian Robins                              Date

Expected Start Date: September 2025

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**Appendix A**

[Omitted pursuant to Item 601(a)(5) of Regulation S-K]

## **Snowflake Appoints Brian Robins as Chief Financial Officer**

**No-Headquarters/BOZEMAN, Mont. – September 3, 2025** – [Snowflake](#) (NYSE: SNOW), the AI Data Cloud company, today announced that Brian Robins is joining the company as Chief Financial Officer, effective September 22. In this role, Mr. Robins will be responsible for shaping Snowflake's financial strategies to support its growth and long-term health, and will lead the global finance organization, including planning, treasury, tax, reporting, and investor relations. Snowflake also announced that Mike Scarpelli is retiring as Chief Financial Officer, effective September 22. Mr. Scarpelli will stay a Snowflake employee for a period of time to support continuity and a smooth transition, then will take on an advisory role at Snowflake.

"We're incredibly confident in our next chapter of growth with Brian taking the helm as our new Chief Financial Officer," said Sridhar Ramaswamy, CEO of Snowflake. "Brian's deep commitment to operational rigor and long-term high growth aligns perfectly with the strategic direction of Snowflake. We have an enormous opportunity ahead of us and he'll be an invaluable partner in our mission to empower every enterprise with data and AI. I would also like to thank Mike for his years of service and deep impact on Snowflake."

"Snowflake is at the center of the AI revolution, and I couldn't be more excited to join the team," Mr. Robins said. "The work Snowflake is doing to empower organizations around the world with data and AI is transformational. I am thrilled to be a part of this hyper-growth phase and am committed to helping the company scale efficiently to achieve its vision."

Mr. Robins has served as Chief Financial Officer of GitLab Inc. (GitLab), a technology company, since October 2020, he is responsible for GitLab's financial, data and business systems functions, including accounting, tax, treasury, corporate finance and investor relations. Prior to GitLab, Mr. Robins was CFO of Sisense, Cylance, AlienVault, and Verisign (VRSN), a Nasdaq listed company. He currently serves on the GitLab Foundation Board of Directors and the Board of Directors of ID.me as a member and as audit committee chair. Mr. Robins is a special advisor at Brighton Park Capital, L.P. and on the Advisory Council at ForgePoint Capital Cybersecurity.

Mr. Robins holds a B.S. degree in Finance from Lipscomb University and an M.B.A from Vanderbilt University.

### **Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, regarding our expectations, hopes, beliefs, intentions or strategies regarding the future. These forward-looking statements are subject to known and unknown risks, uncertainties, assumptions, and other factors that may cause actual results or outcomes to be materially different from any future results or outcomes expressed or implied by the forward-looking statements. Further information on such risks, uncertainties, and other factors that could cause actual outcomes and results to differ materially from those included in or contemplated by

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the forward-looking statements contained in this press release are included in the filings and reports we make with the Securities and Exchange Commission from time to time. Forward-looking statements speak only as of the date the statements are made and are based on information available to us at the time those statements are made and/or our management's good faith belief as of that time with respect to future events. Except as required by law, we undertake no obligation, and do not intend, to update these forward-looking statements to reflect events that occur or circumstances that exist after the date on which they were made.

### **About Snowflake**

Snowflake is the platform for the AI era, making it easy for enterprises to innovate faster and get more value from data. More than 12,000 customers around the globe, including hundreds of the world's largest companies, use Snowflake's AI Data Cloud to build, use and share data, applications and AI. With Snowflake, data and AI are transformative for everyone. Learn more at [snowflake.com](https://snowflake.com) (NYSE: SNOW).

### **Media Contact**

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Source: Snowflake Inc.