



November 12<sup>th</sup> 2014

Adam Rosendorff

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

Dear Adam:

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 overseeing daily laboratory operations, ensuring adequate staffing in the laboratory, ensuring stated turn-around-time for clinical cases, maintaining compliance to meet CLIA and CAP standards and individual state requirements (e.g., CA and NY), supervising and training technical laboratory staff, and any general duties as may arise as we build Invitae into a leading personalized medicine 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 base salary of \$260,000 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 the option to purchase 75,000 shares of common stock. This option will vest over a 4-year period, and will be subject to the terms and conditions of Invitae's 2010 Stock Incentive Plan and the applicable Stock Option Agreement. The exercise price per share will be equal to the price of the common stock on the date of the Invitae Board approval of your grant or on your first day of employment, whichever is later.

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

6. **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.

7. **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.

8. **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

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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 or before December 15<sup>th</sup>. 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 November 26<sup>th</sup>. If you have any questions about the terms of this offer, please contact me.

Best Regards,

Swaroop Aradhya  
Invitae Corporation

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



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Adam Rosendorff

Date: November 12, 2014

Start Date: No later than January 12, 2015.