UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): January 6, 2015

FireEye, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)
001-36067
(Commission
File Number)
20-1548921
(IRS Employer
Identification No.)

1440 McCarthy Blvd.
Milpitas, CA 95035
(Address of principal executive offices, including zip code)
(408) 321-6300
(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))
Item 5.02 Election of Directors.

On January 6, 2015, the Board of Directors (the “Board”) of FireEye, Inc. (the “Company”) appointed Kimberly Alexy to serve as a member of the Board, effective immediately. Ms. Alexy will serve in the class of directors whose term expires at the annual meeting of stockholders to be held in 2017. In addition, Ms. Alexy was appointed as a member of the Audit Committee of the Board, effective immediately.

Ms. Alexy, age 44, has served as the Principal of Alexy Capital Management, a private investment management firm that she founded, since June 2005. Ms. Alexy has served on the board of directors of CalAmp Corp. since May 2008 and the board of directors of Five9, Inc. since October 2013. She previously served on the board of directors of SMART Modular Technologies (WWH), Inc. from September 2009 to August 2011, the board of directors of SouthWest Water Company from August 2009 to September 2010, the board of directors of Dot Hill Systems Corp. from December 2005 to May 2010, and the board of directors of Maxtor Corporation from June 2005 to May 2006. From 2012 to 2014, Ms. Alexy served as an Adjunct Lecturer at San Diego State University in the Graduate School of Business. From 1998 to 2003, she served as Senior Vice President and Managing Director of Equity Research for Prudential Securities, where she served as principal technology hardware analyst for the firm. Prior to joining Prudential, Ms. Alexy served as Vice President of Equity Research at Lehman Brothers, where she covered the computer hardware sector, and Assistant Vice President of Corporate Finance at Wachovia Bank. Ms. Alexy is a Chartered Financial Analyst (CFA), and holds a B.A. in Psychology from Emory University and an M.B.A. with a concentration in Finance and Accounting from the College of William and Mary.

There is no arrangement or understanding between Ms. Alexy and any other persons pursuant to which Ms. Alexy was selected as a director.

In accordance with the Company’s Outside Director Compensation Policy (the “Outside Director Compensation Policy”), Ms. Alexy was granted a restricted stock unit award on January 6, 2015 in the amount of 13,431 shares of the Company’s common stock. The award will vest over three years, with one-third (1/3rd) of the restricted stock units subject to the award vesting on each anniversary of the date of grant, in each case subject to Ms. Alexy continuing to serve on the Board through the applicable vesting date. The restricted stock units are subject to the terms and conditions of the Company’s 2013 Equity Incentive Plan and the related restricted stock unit award agreement. Furthermore, Ms. Alexy is entitled to receive additional annual equity awards in accordance with the terms and conditions of the Outside Director Compensation Policy. The Company will also reimburse Ms. Alexy for reasonable expenses in connection with her services to the Company and attendance of Board and committee meetings in accordance with the Company’s established policies. A copy of the offer letter between Ms. Alexy and the Company is filed as Exhibit 10.1 to this Current Report on Form 8-K.

In addition, Ms. Alexy has executed the Company’s standard form of indemnification agreement, a copy of which has been filed as Exhibit 10.1 to the Company’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission on August 2, 2013.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

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<th>Exhibit No.</th>
<th>Description</th>
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<tr>
<td>10.1</td>
<td>Offer Letter between the Registrant and Kimberly Alexy, dated December 12, 2014</td>
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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.

Date: January 8, 2015

By: /s/ Alexa King

Alexa King
Senior Vice President, General Counsel and Secretary
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December 12, 2014

Ms. Kimberly Alexy
(via email)

Dear Kimberly,

On behalf of the Board of Directors (the “Board”) of FireEye, Inc. (the “Company”), we are pleased to inform you that it is the intention of our Nominating and Governance Committee to nominate you for election as a member of our Board and our Audit Committee. This offer is subject to final approval by our Board and election as a member of our Board and Audit Committee.

As you are aware, the Company is a Delaware corporation and therefore your rights and duties as a Board member are prescribed by Delaware law and our charter documents, as well as by the policies established by our Board from time to time and the rules and regulations of the U.S. Securities and Exchange Commission and The NASDAQ Stock Market. As you are also aware, upon your formal appointment to the Board, you will become a Section 16 reporting person of the Company. You may also be requested to serve as a director of one or more of our subsidiaries in which case you may be subject to other laws while serving in such a capacity. In addition, please note that, as a director, you will be subject to the corporate policies of the Company, including but not limited to the Company’s Code of Business Conduct and Ethics Policy, External Communications (Regulation FD) Policy, Anti-Corruption Policy and Insider Trading Policy.

As a non-employee member of our Board, you will be asked to serve on one or more committees of our Board. You will be appointed by our Board to serve on the Audit Committee and possibly additional committees. In addition to committee meetings, which shall be convened as needed, our Board meetings are generally held quarterly at the Company’s offices in Milpitas, California. We would hope that your schedule would permit you to attend all of the meetings of the Board and any committees of which you are a member. In addition, from time to time, there may be telephonic meetings to address special matters.

It is expected that during the term of your Board membership with the Company you will not engage in any other employment, occupation, consulting or other business activity that competes with the business in which the Company is now involved in or becomes involved in during the term of your service to the Company, nor will you engage in any other activities that conflict with your obligations to the Company.

If you decide to join the Board and to serve on the Audit Committee, then at the time of your election as a member of the Board, you will be granted an award of restricted stock units (“RSUs”) with a total value of $400,000 (the “Initial Award”) (with the number of shares subject thereto determined based on that total value, but rounded down to the nearest whole share), pursuant to the Company’s Outside Director Compensation Policy adopted August 1, 2014, as it may amended from time to time (the “Outside Director Compensation Policy”). The Initial Award will be subject to the terms and conditions of our 2013 Equity Incentive Plan (the “Plan”) and our standard form of RSU agreement thereunder. Subject to the Outside Director Compensation Policy and the Plan, the Initial Award will vest as to one-third (1/3rd) of the RSUs subject to the Initial Award on each anniversary of the date of grant, in each case subject to you continuing to serve as a Board member through the applicable vesting date. Furthermore, after becoming a member of the Board, you will be entitled to receive additional annual equity awards in accordance with the terms and conditions of the Outside Director Compensation Policy.

In accordance with the terms of the Outside Director Compensation Policy and the Plan, in connection with a Change in Control (as defined in the Plan), all RSUs subject to the Initial Award granted in accordance with the foregoing provisions shall vest in full if the successor corporation does not assume or substitute for the Initial Award or your status as a director of the Company or the successor corporation, as applicable, is terminated other than upon a voluntary resignation by you (unless such resignation is at the request of the acquirer).
The payment of compensation to Board members is subject to many restrictions under applicable law, and as such, you should be aware that the compensation set forth above is subject to such future changes and modifications as the Board or its committees may deem necessary or appropriate. In addition, please note that unless otherwise approved by our Board or required under applicable law, directors of our subsidiaries shall not be entitled to any compensation.

You shall be entitled to reimbursement for reasonable expenses incurred by you in connection with your service to the Company and attendance of Board and committee meetings in accordance with the Company’s established policies.

Please note that nothing in this letter or any agreement granting you equity awards should be construed to interfere with or otherwise restrict in any way the rights of the Company, its Board or stockholders from removing you from the Board or any committee in accordance with the provisions of applicable law. Furthermore, except as otherwise provided to other non-employee Board members or required by law, the Company does not intend to afford you any rights as an employee, including without limitation, the right to further employment or any other benefits.

We hope that you find the foregoing terms acceptable. You may indicate your agreement with these terms by signing and dating both the enclosed duplicate and original letter and returning them to me. By signing this letter you also represent that the execution and delivery of this agreement and the fulfillment of the terms hereof will not require the consent of another person, constitute a default under or conflict with any agreement or other instrument to which you are bound or a party.

On behalf of the Company it gives us great pleasure to welcome you as a member of our Board. We anticipate your leadership and experience shall make a key contribution to our success at this critical time in our growth and development.

Yours very truly,

/s/ David DeWalt

David DeWalt
Chairman of the Board and CEO

Acknowledged and agreed to

/s/ Kimberly Alexy
Kimberly Alexy

1/4/2015

Date