

**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): February 26, 2026**

**Asana, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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

**001-39495**  
(Commission  
File Number)

**26-3912448**  
(IRS Employer  
Identification No.)

**633 Folsom Street, Suite 100**  
**San Francisco, CA**  
(Address of Principal Executive Offices)

**94107**  
(Zip Code)

**(415) 525-3888**  
(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 Instructions 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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.00001 par value	ASAN	New York Stock Exchange
		Long-Term 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.

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

***Resignation of Sonalee Parekh as Chief Financial Officer***

On February 26, 2026, Ms. Sonalee Parekh tendered to the Board of Directors (the “Board”) of Asana, Inc. (the “Company”) her resignation as Chief Financial Officer of the Company, effective as of March 23, 2026 (the “Separation Date”). Ms. Parekh is expected to remain in her role as Chief Financial Officer through the Separation Date. There were no disagreements between Ms. Sonalee Parekh and the Company, and her departure is not related to the operations, policies, or practices of the Company or any issues regarding accounting policies or practices.

***Appointment of Aziz Megji as Chief Financial Officer***

The Board has appointed Mr. Aziz Megji, the Company’s current Head of Financial Planning & Analysis as Chief Financial Officer of the Company, effective as of March 24, 2026. Mr. Megji entered into a new employment offer letter with the Company (the “Offer Letter”) on February 27, 2026, which supersedes his prior offer letter as of the effective date of his appointment.

Mr. Megji, 44, has served as Head of Financial Planning & Analysis at Asana since December 2024, leading the company’s annual planning, budgeting, forecasting, and performance management processes, as well as overseeing the strategic finance, treasury, investor relations, corporate development, deal desk, and sales compensation functions. He partners closely with Asana’s CEO and Board on long-range planning, capital allocation, go-to-market strategy, and driving key growth initiatives. Prior to joining Asana, Mr. Megji served as Senior Vice President at RingCentral, Inc., a cloud-based communications SaaS company, from November 2022 to December 2024. Previously, Mr. Megji served as Senior Director of Corporate Development at Nvidia Corporation, a semiconductor company, from July 2020 to November 2022 and as Vice President of Corporate Development at Hewlett Packard Enterprise Company from December 2014 to July 2020. Mr. Megji holds a Bachelor of Science in Business Administration from Bucknell University.

Pursuant to the Offer Letter, Mr. Megji will receive an annual base salary of \$600,000 and will be eligible to earn an initial annual target bonus of equal to 35% of his annual base salary. The actual annual bonus, if any, will be based on achievement of performance targets.

Subject to approval by the Compensation Committee of the Board, Mr. Megji will also receive an equity grant of restricted stock units with a total target grant date value of \$4,200,000 (the “RSUs”) and an equity grant of performance-based restricted stock units with a total target grant date value of \$1,800,000 (the “PSUs”). The number of RSUs and PSUs to be granted will be calculated based on the average closing price of our common stock on each trading day for the thirty days prior to the Effective Date and will be subject to the terms of the Company’s 2020 Equity Incentive Plan and the applicable award agreements that Mr. Megji will be required to sign as a condition of the grants.

The vesting commencement date of the RSUs will be on or around March 20, 2026. Subject to Mr. Megji’s continuous service with the Company through the vesting dates, once granted the RSUs will vest 1/12th every quarter over a three-year period.

The vesting commencement date of the PSUs will be the first day of the Company’s fiscal year ending January 31, 2027. The PSUs will be earned based on the achievement of performance goals over three one-year performance periods, subject to Mr. Megji’s continuous service through the applicable vesting dates. The specific PSU Grant date and the PSU performance goals, measurement criteria, and vesting terms applicable to the PSU Grant will be determined by the Board at a later date. Mr. Megji will be eligible to participate in the Company’s Executive Severance Plan.

The foregoing is a summary only and does not purport to be a complete description of all of the terms, provisions and agreements contained in the Offer Letter, and is subject to and qualified in its entirety by reference to the complete text of the Offer Letter, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

There are no arrangements or understandings between Mr. Megji and any other persons pursuant to which he was appointed as Chief Financial Officer of the Company. There are no family relationships between Mr. Megji and any other director or executive officer of the Company and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K promulgated by the SEC.

The press release announcing Mr. Megji’s appointment as CFO is attached hereto as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

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<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Offer Letter between Aziz Megji and the Registrant, dated February 27, 2026.</a>
99.1	<a href="#">Press Release, dated March 2, 2026, announcing the described CFO transition.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURE**

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.

**ASANA, INC.**

Dated: March 2, 2026

By: \_\_\_\_\_  
Katie Colendich  
General Counsel and Corporate Secretary

Asana  
633 Folsom Street, Suite 100  
San Francisco, CA 94107

**February 27, 2026**

Dear Aziz,

This letter sets out the terms and conditions of your employment.

1. **POSITION.** You will serve as Chief Financial Officer, subject to the approval of the Board of Directors (the “Board”), effective as of March 24, 2026 (the “Appointment Date”), reporting to Dan Rogers, the Chief Executive Officer, and working at our facility located in San Francisco, California. Subject to the other provisions of this letter agreement, we may change your position, duties, and work location from time to time at our discretion.
2. **EMPLOYEE BENEFITS.** As a regular employee of the Company, you are eligible to participate in the Company’s standard benefits, subject to the terms and conditions of such plans and programs. Subject to the other provisions of this letter agreement, we may change compensation and benefits from time to time at our discretion.
3. **SALARY.** Your annual base salary is \$600,000 (“Annual Base Salary”), payable in semi-monthly installments in accordance with the Company’s standard payroll practices for salaried employees. This salary will be subject to adjustment pursuant to the Company’s employee compensation policies in effect from time to time.
4. **ANNUAL BONUS.** In addition to your Annual Base Salary, you will be eligible to earn a discretionary performance bonus for each fiscal year of the Company, subject to applicable withholdings (“Annual Bonus”). Your Annual Bonus target will be equal to 35% of your Annual Base Salary. The actual Annual Bonus payment will be based on the achievement of performance targets established by the Company’s Board of Directors or a sub-committee thereof (the “Board”) and the Board’s assessment of achievement of those objectives, as well as satisfying the other terms and conditions of the bonus plan approved by the Board. Any Annual Bonus payment for a given fiscal year (including your Annual Bonus payment for fiscal year 2027) will be paid within 2½ months after the close of that fiscal year, but only if you are still providing services to the Company at the time of payment (except you shall remain eligible to receive a pro rata bonus in the event of certain covered terminations of employment as set forth in the Company’s Executive Severance and Change in Control Benefit Plan and subject to signing a release). The determinations of the Board with respect to your Annual Bonus will be final and binding.
5. **EQUITY.** Subject to the approval of the Company’s Board or its Compensation Committee, and in satisfaction of your fiscal year 2027 annual equity refresh grant, you will be granted restricted stock units (“RSUs”) with a total grant value of \$4,200,000. The number of RSUs to be granted will be calculated by the Company based on the average

closing price of Asana Class A Common Stock on each trading day for the 30 days prior to your Appointment Date. Generally, the RSU grant will vest 1/12th every quarter over the three years. The vesting commencement date will be on or around March 20, 2026.

In addition, subject to the to the approval of the Board, you will be granted a target number of performance stock units (“PSUs”) equivalent to approximately \$1,800,000 as calculated based on the average closing price of Asana Class A Common Stock on each trading day for the 30 days prior to your Appointment Date, with each PSU representing the right to receive one share of the Company’s common stock upon vesting (the “PSU Grant”). The PSU Grant will be earned based on the achievement of performance goals over three one-year performance periods. The PSU Grant and the PSU plan are expected to commence on or around February 1, 2026. The specific PSU Grant date and the PSU performance goals, measurement criteria, and vesting terms applicable to the PSU Grant will be determined by the Board.

The RSU and PSU grants will be subject to the terms and conditions applicable to RSUs and PSUs granted under the Company’s 2020 Equity Incentive Plan (the “Equity Incentive Plan”), respectively, and as described in the Equity Incentive Plan and the applicable award agreements that you will be required to sign as a condition of the grants.

You will also have stock ownership guidelines, as set forth in the Company’s Corporate Governance Guidelines, that are a multiple of your annual base salary that you will be expected to achieve over five years.

6. CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT. As a condition of your employment with the Company, you are required to sign the enclosed Company standard Confidential Information and Invention Assignment Agreement.
7. PERIOD OF EMPLOYMENT. 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, with or without cause. This remains the full and complete agreement between you and the Company on this term. 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 a duly authorized officer of the Company.
8. SEVERANCE. You will be eligible for severance benefits under the terms and conditions of the Company’s Executive Severance and Change in Control Benefit Plan.
9. INDEMNIFICATION. You will be provided with indemnification to the maximum extent permitted by law by the Company’s directors and officers insurance policies, if any, and pursuant to the Company’s standard form of Indemnification Agreement for its officers.

10. AMENDMENT. This letter agreement (except for terms reserved to the Company's discretion) may not be amended or modified except by an express written agreement signed by you and a duly authorized officer of the Company.

11. ARBITRATION. You will also be required, as a condition of your employment with the Company, to sign a Mutual Agreement to Arbitrate Claims.

This letter, together with your Confidential Information and Invention Assignment Agreement, Mutual Agreement to Arbitrate Claims, equity agreements, and other agreements referenced herein), forms the complete and exclusive statement of your employment agreement with the Company and supersedes any other agreements, offer letters, or promises made to you by anyone, whether oral or written, with respect to the subject matter hereof. If any provision of this offer letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this offer letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This letter may be delivered and executed via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and shall be deemed to have been duly and validly delivered and executed and be valid and effective for all purposes.

Please sign and date this letter below to indicate your agreement with its terms.

Sincerely,

/s/ Dan Rogers

Dan Rogers

Chief Executive Officer

ACCEPTED AND AGREED TO:

/s/ Aziz Megji

Aziz Megji

Dated: February 27, 2026

## Asana to Appoint Aziz Megji to the Role of Chief Financial Officer

March 2, 2026 – San Francisco, CA – Asana, Inc. (NYSE: ASAN)(LTSE: ASAN), the system of action where humans and AI run work together, will promote Aziz Megji to the role of Chief Financial Officer (CFO), effective March 24, 2026. Megji will succeed Sonalee Parekh, who has served as Asana’s CFO since 2024 and tendered her resignation effective March 23, 2026.

Megji brings his experience from his Head of Financial Planning & Analysis role where he led the company’s annual planning, budgeting, forecasting, and performance management processes, as well as overseeing the strategic finance, treasury, investor relations, corporate development, deal desk, and sales compensation functions. He partners closely with Asana’s CEO and Board on long-range planning, capital allocation, go-to-market strategy, and driving key growth initiatives. Prior to joining Asana in 2024, Megji held senior finance leadership roles at RingCentral, NVIDIA, and Hewlett Packard Enterprise.

“I’ve gotten to know Aziz well during my time at Asana, and he has proven himself to be a trusted partner and strong strategic leader,” said Dan Rogers, Chief Executive Officer of Asana. “He’s played a key role in shaping our financial strategy and strengthening our go-to-market execution as we’ve evolved into a multi-product company. Aziz is the right leader to serve as our next CFO, and I’m confident he will help drive our next chapter of growth in the Agentic Enterprise. I also want to thank Sonalee for her many contributions to Asana and her partnership. We wish her the very best in her next chapter.”

“I am honored to step into the CFO role at such an important time for Asana,” said Megji. “We have a strong foundation, meaningful opportunities ahead, and a clear strategy to drive sustainable growth and long-term shareholder value.. I’m deeply grateful to Sonalee for her leadership, partnership, and mentorship, and for the impact she has had on Asana.”

### Forward-Looking Statements

This press release contains “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are based on management’s beliefs and assumptions and on information currently available to management. Forward-looking statements include, but are not limited to, statements about our CFO leadership transition, our strategy, our opportunities and our future operational and financial performance. Forward-looking statements generally relate to future events or Asana’s future financial or operating performance. Forward-looking statements include all statements that are not historical facts and in some cases can be identified by terms such as “anticipate,” “expect,” “intend,” “plan,” “believe,” “continue,” “could,” “potential,” “may,” “will,” “goal,” or similar expressions and the negatives of those terms. However, not all forward-looking statements contain these identifying words. Forward-looking statements involve known and unknown risks, uncertainties and other factors, including factors beyond Asana’s control, that may cause Asana’s actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. These risks include, but are not limited to, risks and uncertainties related to: Asana’s ability to achieve future growth and sustain its growth rate, Asana’s ability to attract and retain customers and increase sales to its customers,

Asana's ability to develop and release new products and services and to scale its platform, including the successful integration of AI, Asana's ability to increase adoption of its platform through Asana's self-service model, Asana's ability to maintain and grow its relationships with strategic partners, the highly competitive and rapidly evolving market in which Asana participates, Asana's international expansion strategies, and broader macroeconomic conditions. Further information on risks that could cause actual results to differ materially from forecasted results are included in Asana's filings with the SEC, including Asana's Annual Report on Form 10-K for the year ended January 31, 2025 and subsequent filings with the SEC. Any forward-looking statements contained in this press release are based on assumptions that Asana believes to be reasonable as of this date. Except as required by law, Asana assumes no obligation to update these forward-looking statements, or to update the reasons if actual results differ materially from those anticipated in the forward-looking statements.

**About Asana**

Asana is the system of action where humans and AI run work together so individuals work smarter, teams move faster, and organizations deliver results. Powered by the Work Graph® data model, Asana provides the context and governance that enables AI to operate inside real workflows across teams, processes, and systems. More than 180,000 organizations are building the Agentic Enterprise with Asana—including Accenture, Amazon, Anthropic, and Suzuki—connecting strategy to execution and delivering complex work at scale. Learn more at [asana.com](https://asana.com).

**Disclosure of Material Information**

Asana announces material information to its investors using SEC filings, press releases, public conference calls, and on its investor relations page of Asana's website at <https://investors.asana.com>. Asana uses these channels, as well as social media, including its X (formerly Twitter) account (@asana), its blog ([blog.asana.com](https://blog.asana.com)), its LinkedIn page ([www.linkedin.com/company/asana](https://www.linkedin.com/company/asana)), its Instagram account (@asana), its Facebook page ([www.facebook.com/asana/](https://www.facebook.com/asana/)), Threads profile (@asana) and TikTok account (@asana), to communicate with investors and the public about Asana, its products and services and other matters. Therefore, Asana encourages investors, the media and others interested in Asana to review the information it makes public in these locations, as such information could be deemed to be material information.

**Contacts**

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