

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

November 18, 2025
Date of Report (date of earliest event reported)

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

Delaware
(State or other jurisdiction of
incorporation or organization)

001-42303
(Commission File Number)

93-4440048
(I.R.S. Employer Identification Number)

6900 Tavistock Lakes Blvd, Suite 400
Orlando, Florida 32827
(Address of principal executive offices and zip code)
(321) 209-6787
(Registrant's telephone number, including area code)

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:

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.0001 per share	INV	The Nasdaq Stock Market, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 12b-2 of the Exchange Act.

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 7.01 Regulation FD Disclosure.

A copy of a press release by Innventure, Inc. (the “Company”) announcing the appointment of Bruce Brown to serve as the Company’s first Lead Independent Director is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

The information disclosed under this Item 7.01, including Exhibit 99.1 hereto, is being furnished and 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. The information provided herein shall not be deemed incorporated by reference into any filing made under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 8.01 Other Events.

Appointment of Lead Independent Director

On November 12, 2025, the Company’s Board of Directors (the “Board”), following a recommendation made by the Nominating and Corporate Governance Committee of the Board, appointed Bruce Brown to serve as the Company’s first Lead Independent Director, effective immediately. Mr. Brown has served as an independent member of the Board since October 2, 2024 and currently serves as Chairman of the Compensation Committee and as a member of the Nominating and Governance Committee.

In this newly established role, the Lead Independent Director will, among other things, (i) develop, in collaboration with the Chairman of the Board and Chief Executive Officer, an annual set of topics to be addressed in Board agendas, with a focus on the areas of board responsibility; (ii) review and consult with the Chairman on the quality, quantity and timeliness of information sent to the Board; (iii) preside at all meetings of the Board at which the Chairman is not present, including executive sessions of the independent directors; (iv) serve as a liaison between the Chairman and the independent directors; (v) maintain availability for communications with major stockholders and other stakeholders, as appropriate; (vi) serve as interim chairman in the event of an unforeseen vacancy in the chairmanship; and (vii) perform such other duties and functions as the Board deems appropriate.

Mr. Brown’s initial term as the Lead Independent Director will be for a period of two years or until his successor is selected by the Board.

Amendment of Non-Management Director Compensation Plan

On November 14, 2025, the Board approved an amendment and restatement of the Company’s Non-Management Director Compensation Plan (as amended, the “Plan”) to provide for additional compensation for the Board’s Lead Independent Director.

Under the amendment, effective as of November 14, 2025, the Lead Independent Director will receive an annual retainer of \$30,000 in respect of such service (the “Lead Independent Director Retainer”), earned on a quarterly basis based on a calendar quarter and paid by the Company in arrears (\$7,500 per quarter) no later than the fifteenth day following the end of each calendar quarter. The Lead Independent Director Retainer shall be prorated in the event that a Participant serves as the Lead Independent Director for a portion of any calendar quarter based on the number of days of service during such calendar quarter. The Lead Independent Director may elect that all or a specified percentage of the Lead Independent Director Retainer that would otherwise be payable in cash shall instead be paid in the form of fully vested Common Stock of the Company in accordance with the Plan.

The amendment and restatement of the Plan did not otherwise modify the compensation of the Company’s non-management directors.

A copy of the Plan is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Exhibits and Financial Statements

(d) Exhibits.

Exhibit Number**Description of Exhibit**

10.1#	Second Amended and Restated Innventure, Inc. Non-Management Director Compensation Plan, dated November 14, 2025
99.1	Press Release by Innventure, Inc. dated November 18, 2025
104	Cover Page Interactive Data File (formatted in Inline XBRL).

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.

INNVENTURE, INC.

Date: November 18, 2025

By: /s/ Suzanne Niemeyer

Name: Suzanne Niemeyer

Title: General Counsel

Innventure Strengthens Corporate Governance with Appointment of Bruce Brown as Lead Independent Director

ORLANDO, Fla., Nov. 18, 2025 (GLOBE NEWSWIRE) -- Innventure, Inc. (Nasdaq: INV), an industrial growth conglomerate that commercializes breakthrough technologies, today announced that its Board of Directors has appointed Bruce Brown to serve as the Company's first Lead Independent Director, effective immediately.

The establishment of this new leadership position reflects Innventure's commitment to strong corporate governance practices and enhanced independent board oversight as the Company continues to scale its family of technology-driven businesses.

"As Innventure matures as a public company, establishing a Lead Independent Director role is a natural evolution of our governance structure," said Innventure CEO Bill Haskell. "Bruce's extensive corporate and Board experience and his deep understanding of our business model make him ideally suited to serve in this capacity."

Mr. Brown brings decades of leadership experience in innovation and technology commercialization, having served as Chief Technology Officer of Procter & Gamble for six years during his 34-year career with the company, where he led the global R&D organization and innovation programs. His public company board experience includes current service on the board of Magnera Corporation (NYSE: MAGN) and an 11-year tenure on the board of Nokia Corporation, where he served until 2023. He previously served on the board of Medpace Holdings, Inc. from 2016 to 2019.

"I'm honored to serve as the Lead Independent Director for Innventure. The Company's growth conglomerate model represents a distinctive approach to commercializing breakthrough technologies, and I look forward to working with the Board and management team to strengthen governance and create long-term value for shareholders," Mr. Brown said.

Mr. Brown has served as an independent member of Innventure's Board of Directors since October 2024 and currently serves as the Chairman of the Compensation Committee and as a member of the Nominating and Corporate Governance Committee.

In his new role as Lead Independent Director, Mr. Brown's responsibilities will include assisting with the development of Board agendas, with a particular focus on areas of Board responsibility; serving as liaison between the Board Chairman and independent directors; and maintaining availability for communications with major stockholders and other stakeholders. His initial term will be for two years.

ABOUT INNVENTURE

Innventure (NASDAQ:INV), an industrial growth conglomerate, focuses on building companies with billion-dollar valuations by commercializing breakthrough technology solutions. By systematically creating and operating industrial enterprises from the ground up, Innventure participates in early-stage economics and provides industrial operating expertise designed for global scale. Innventure's approach seeks to uniquely bridge the "Valley of Death" between corporate innovation and commercialization

through its distinctive combination of value-driven multinational partnerships, operational experience, and capital-intensive scale-up expertise.

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INNVENTURE, INC.

Non-Management Director Compensation Plan

(As Amended and Restated Effective November 14, 2025)

The Board of Directors (the “**Board**”) of Innventure, Inc. (the “**Company**”) originally adopted this Non-Management Director Compensation Plan (this “**Plan**”) effective as of December 9, 2024 (the “**Effective Date**”) and amended and restated this Plan effective as of June 25, 2025 and has approved a second amendment and restatement of this Plan effective as of November 14, 2025. The purpose of this Plan is to advance the interests of the Company’s stockholders by providing directors on the Company’s Board who are neither employees nor officers of the Company (“**Participants**”) with remuneration that allows the Company to attract and retain qualified individuals to serve on the Company’s Board and aligns their interests with those of the Company’s stockholders.

The Compensation Committee of the Board (the “**Compensation Committee**”) shall administer this Plan. The Compensation Committee may delegate such administration as it deems appropriate, to the extent such delegation complies with applicable laws. This Plan may be amended at any time in the sole discretion of the Board.

1. Equity awards granted pursuant to this Plan (including Common Stock paid in lieu of cash pursuant to Section 6) will be made under and be subject to the terms of the Company’s 2024 Equity and Incentive Compensation Plan or any successor equity incentive plan that is approved by the Company’s stockholders from time to time (the “**Equity Plan**”). The terms of all Restricted Stock Units (as defined in the Equity Plan) granted pursuant to this Plan shall be set forth in the Company’s standard Restricted Stock Unit Award Agreement, in the form most recently approved by the Board for the purpose of grants to non-management directors as of the applicable grant date (the “**Applicable Grant Agreement**”). Common Stock delivered in lieu of cash pursuant to Section 6 need not be evidenced by an award agreement.

1. **Initial Equity Grant.** Each Participant that became a member of the Board as of October 2, 2024 and who is still serving on the Board on the third business day following the Effective Date (the “**Initial Grant Date**”), shall receive an initial grant of Restricted Stock Units in respect of such Participant’s Board service for the period between October 2, 2024 and the date of the Company’s first Annual Meeting (defined below) (each such grant, an “**Initial Award**”). On the Initial Grant Date, without any further action of the Board or the Compensation Committee, the grant of each such Initial Award shall become effective, with each such Initial Award, covering such number of Restricted Stock Units as equals the quotient obtained by dividing (i) \$90,000 by (ii) the Market Value per Share (as defined in the Equity Plan) on the Initial Grant Date, rounded to the nearest whole share. Each such Initial Award will generally vest 100% on the date of the Company’s first Annual Meeting, provided the Participant is a member of the Board on such vesting date, and will otherwise be subject to the terms of the Applicable Grant Agreement.

2. **Board Retainers.**

(a) **Quarterly Cash Retainer.** Each Participant shall receive an annual cash Board retainer fee of \$80,000, earned in cash on quarterly basis based on a calendar quarter and paid by the Company in arrears (\$20,000 per quarter) no later than the fifteenth day following the end of each calendar quarter (the “***Cash Board Retainer***”). The Cash Board Retainer shall be prorated in the event that a Participant serves on the Board for a portion of any calendar quarter based on the number of days of service during such calendar quarter.

(b) **Annual Equity Retainer.**

(i) On the date of each of the Company’s regularly scheduled annual meetings of stockholders (each an “***Annual Meeting***”) beginning with the Company’s first Annual Meeting, without any further action of the Board or the Compensation Committee, the Company shall automatically grant to each Participant who is serving on the Board as of such date and will continue to serve as a non-management member of the Board following such Annual Meeting such number of Restricted Stock Units as equals the quotient obtained by dividing (i) \$120,000 by (ii) the Market Value per Share on the Date of Grant (as defined in the Equity Plan), rounded to the nearest whole share (the “***Equity Board Retainer***”).

(ii) In the event that following October 2, 2024, a Participant is elected to the Board other than in connection with an Annual Meeting, such Participant shall receive the Equity Board Retainer, except that the number of Restricted Stock Units subject to such Equity Board Retainer will be prorated based on the number of days of service until the scheduled date of the next Annual Meeting. On the date of such Participant’s election, without any further action of the Board or the Compensation Committee, the Company shall automatically grant to such Participant such number of Restricted Stock Units as equals the quotient obtained by dividing (1) the product of (x) \$120,000 multiplied by (y) the quotient obtained by dividing (A) the number of days that will elapse between the date of such Participant’s election to the Board and the scheduled date of the next Annual Meeting by (B) 365, by (2) the Market Value per Share on the Date of Grant, rounded to the nearest whole share.

(iii) All Restricted Stock Units granted pursuant to this Section 2(b) shall generally vest 100% on the earlier of (x) the first anniversary of the Date of Grant and (y) the next Annual Meeting that occurs following the Date of Grant, provided the Participant is a member of the Board on such vesting date, and will otherwise be subject to the terms of the Applicable Grant Agreement.

3. **Committee Retainers.**

(a) **Chairperson Retainers.** Each Participant who serves as the chairperson of a standing committee of the Company’s Board (a “***Committee***”) shall receive an annual retainer in respect of such Participant’s service in the amount equal to \$20,000 for each Committee on which such Participant serves as the chairperson (a “***Committee Chairperson Retainer***”), earned on a quarterly basis based on a calendar quarter and paid by the Company in arrears (\$5,000 per quarter) no later than the fifteenth day following the end of each calendar quarter. The Committee Chairperson Retainer shall be prorated in the event that a Participant serves as chairperson of such Committee for a portion of any calendar quarter based on the number of days of service during such calendar quarter.

(b) **Member Retainers.** Each Participant who serves as a member, but not a chairperson, of a Committee shall receive an annual retainer in respect of such member's service in the amount equal to \$10,000 for each Committee on which such Participant serves as a member but not a chairperson (a "***Committee Member Retainer***"), earned on a quarterly basis based on a calendar quarter and paid by the Company in arrears (\$2,500 per quarter) no later than the fifteenth day following the end of each calendar quarter. The Committee Member Retainer shall be prorated in the event that a Participant serves on such Committee for a portion of any calendar quarter based on the number of days of service during such calendar quarter.

4. **Lead Independent Director Retainer.** Each Participant who serves as the Lead Independent Director shall receive an annual retainer in respect of such member's service in such role in the amount equal to \$30,000 (the "***Lead Independent Director Retainer***"), earned on a quarterly basis based on a calendar quarter and paid by the Company in arrears (\$7,500 per quarter) no later than the fifteenth day following the end of each calendar quarter. The Lead Independent Director Retainer shall be prorated in the event that a Participant serves as the Lead Independent Director for a portion of any calendar quarter based on the number of days of service during such calendar quarter.

5. **Expenses.** The Company shall reimburse each non-management director for ordinary, necessary and reasonable out-of-pocket expenses incurred by such director related to his or her attendance at Company meetings and otherwise incurred in service to the Company, provided that such non-management director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy as in effect from time to time.

6. **Election to Receive Common Stock in Lieu of Cash.**

(a) A Participant may elect that all or a specified percentage (the "***Election Percentage***") of any Cash Board Retainer, Committee Chairperson Retainer, Committee Member Retainer or Lead Independent Director Retainer that would otherwise be payable to such Participant in cash ("***Cash Compensation***") shall instead be paid in the form of fully vested Common Stock (as defined in the Equity Plan) under the Equity Plan (such election, the "***Common Stock Election***").

(b) Any Common Stock Election shall be made on an election form in a format prescribed by the Company from time to time (an "***Election Form***") and shall be made by the deadline set forth in such Election Form, which deadline shall be no later than December 15 of the calendar year prior to the calendar year in which the applicable Cash Compensation is earned; provided, however, that with respect to Cash Compensation earned for the third and fourth quarters of 2025 only, the deadline for such Common Stock Election shall be no later than June 26, 2025.

(c) With respect to any Participant who elects to receive Common Stock in lieu of Cash Compensation pursuant to a Common Stock Election, on the date the Participant's Cash Compensation subject to such Common Stock Election would otherwise have been paid pursuant to this Plan, without any further action of the Board or the Compensation Committee, the Company shall automatically issue to such Participant a number of fully vested shares of Common Stock equal to the quotient of (i) (A) the Election Percentage specified in the Participant's Election Form multiplied by (B) the dollar value of the Cash Compensation that would have otherwise been paid on such date, divided by (ii) the Market Value per Share on such date.