

**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

June 26, 2026
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 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §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.

Departure of Chief Executive Officer

Effective as of October 1, 2026 (the “Effective Date”), Gregory W. Haskell, Chief Executive Officer of Innventure, Inc. (the “Company”), and a Class I director on the Company’s board of directors (the “Board”), will retire from his position as Chief Executive Officer and as a director. Mr. Haskell’s retirement is not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies, or practices.

To ensure a smooth transition, the Company and Mr. Haskell entered into a consulting agreement on June 26, 2026 (the “Consulting Agreement”) for Mr. Haskell to serve as an advisor to the Company beginning on the Effective Date and continuing until July 15, 2027. Pursuant to the Consulting Agreement, the sole consideration for Mr. Haskell’s services will be (a) reimbursement of the cost of premiums for the period from October 1, 2026 through April 30, 2027 associated with his election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), as necessary to continue Mr. Haskell’s and his spouse’s health, dental, and vision coverage through COBRA at the coverage levels in effect immediately prior to his retirement and (b) the vesting of Mr. Haskell’s outstanding equity awards in the Company and Refinity Holdings, LLC (“Refinity”) through the end of the consulting term in accordance with their respective terms. The foregoing description of the Consulting Agreement is not complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Appointment of Chief Executive Officer

In connection with Mr. Haskell’s planned retirement, on June 26, 2026, the Board appointed Dr. William Grieco to serve as Chief Executive Officer of the Company, effective as of the Effective Date. Dr. Grieco was also appointed as a Class I director on the Board, effective as of the Effective Date.

Dr. Grieco, age 54, currently serves as the founding Chief Executive Officer of Refinity, one of the Company’s operating companies and a Company subsidiary focused on commercializing technology that transforms plastic waste into valuable chemical intermediaries. He began serving in this role in December 2024. From January 2022 to December 2024, Dr. Grieco served as the Company’s Chief Technology Officer. From July 2018 to December 2021, Dr. Grieco was the Chief Executive Officer of The RAPID Manufacturing Institute®, an organization focused on driving the development and adoption of technologies. Earlier in his career, he held positions at various companies, including Owens Corning and Rohm and Haas Company. Dr. Grieco currently serves as a board member of Refinity and Accelsius Holdings, LLC. He earned a PhD and master’s degree from the Massachusetts Institute of Technology, and a bachelor’s degree from the Georgia Institute of Technology.

Pursuant to a letter agreement dated as of June 26, 2026, between Dr. Grieco and Innventure LLC, the Company’s wholly owned subsidiary (the “Employment Letter”), Dr. Grieco is entitled to receive (i) an annual base salary of \$550,000, (ii) an annual cash bonus with a target bonus opportunity equal to 100% of the annual base salary (prorated for 2026), (iii) continued eligibility for a prorated bonus under the 2026 Refinity short-term incentive plan, and (iv) the grant of restricted stock units valued at \$1,000,000 upon commencement of his employment on October 1, 2026, with one-third of such restricted stock units vesting on each of the first three anniversaries of the grant date, subject to continued employment. The Employment Letter also provides that Dr. Grieco will be eligible to receive an annual equity grant pursuant to the Company’s long-term incentive program, with the first such annual equity grant expected to be granted in April 2027, have a grant date value of \$1,500,000 and consist of a mix of long-term equity compensation vehicles, as ultimately determined and recommended by the Board’s Compensation Committee and approved by the Board. The foregoing description of the Employment Letter is not complete and is qualified in its entirety by reference to the full text of the Employment Letter, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K.

Further, in connection with Dr. Grieco’s appointment, Dr. Grieco will enter into the Company’s standard form indemnification agreement for executive officers and the Company’s standard form of employee restrictive covenant agreement.

Additional information about the benefit plans and programs described in this Item 5.02, and other plans and programs generally available to the Company’s executive officers, is included in the Company’s Definitive Proxy Statement for the 2026 annual meeting of its stockholders filed with the Securities and Exchange Commission on April 30, 2026.

Item 7.01 Regulation FD Disclosure.

On June 30, 2026, the Company issued a press release announcing the leadership transition. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

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 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1	Consulting Agreement by and between Gregory W. Haskell and Innventure LLC, dated June 26, 2026
10.2	Employment Letter by and between William Grieco and Innventure LLC, dated June 26, 2026
99.1	Press Release of Innventure, Inc. dated June 30, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: June 30, 2026

By: /s/ David Yablunosky

Name: David Yablunosky

Title: Chief Financial Officer

Consulting Agreement

This Consulting Agreement (this “Agreement”) is entered into on June 26, 2026 by and between Innventure, Inc., a Delaware corporation having a principal place of business at 6900 Tavistock Lakes Blvd, Suite 400, Orlando, FL 32827 (the “Company”), and Gregory W. Haskell, an individual (“Consultant”).

Company and Consultant may each be referred to herein individually as a “Party,” and together, as the “Parties.”

WHEREAS, Consultant has served as the Chief Executive Officer of the Company and is retiring from that position on October 1, 2026 (the “Transition Date”); and

WHEREAS, the Company desires to retain Consultant following his retirement to provide transition services to the Company's new Chief Executive Officer and the Board of Directors of the Company (the “Board”), and Consultant desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services

Beginning on the Transition Date, Consultant shall make himself available to provide transition services to the Company's new Chief Executive Officer and the Board, including responding to questions and providing guidance as may reasonably arise in connection with the transition of the Company's leadership (collectively, the “Services”). The Parties acknowledge that there is no minimum number of hours that Consultant is required to devote to performing Services hereunder; the nature of this engagement is that Consultant will be available to respond to questions and provide information as may arise from time to time. In providing the Services, Consultant shall be considered a service provider of the Company and its operating companies, including for the avoidance of doubt, Refinity Holdings, LLC (“Refinity”).

2. Consideration

As consideration for the Services to be provided by Consultant hereunder, (a) the Company shall reimburse Consultant for the full monthly cost of premiums for the period from October 1, 2026 through April 30, 2027 associated with Consultant's election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), as necessary to continue Consultant's and Consultant's spouse's health, dental, and vision coverage through COBRA at the coverage levels in effect immediately prior to Consultant's termination of employment and (b) Company restricted stock units granted to Consultant pursuant to the Restricted Stock Units Agreement between Consultant and the Company dated as of April 2, 2026 (the “RSU Agreement”), stock options granted to Consultant pursuant to the Nonqualified Stock Option Agreement between Consultant and the Company dated as of April 2, 2026 (the “Options Agreement”) and Refinity profits interests units granted to Consultant pursuant to the Profits Interest Unit Award Agreement between Consultant and Refinity dated as of December 11, 2024 (the “PI Units Agreement”) shall continue to vest in accordance with their respective

existing vesting schedules during the period beginning on the Transition Date and ending on July 15, 2027. The Company shall reimburse Consultant for travel and other reasonable, out-of-pocket expenses incurred in connection with the Services; provided, however, that such expenses shall be approved in advance by the Company.

3. Term

This Agreement shall remain in effect until July 15, 2027, unless earlier terminated by mutual written agreement of the Parties. Upon termination, (a) Consultant's obligations to perform the Services shall cease and (b) Consultant shall return, delete, or destroy all Confidential Information (defined below) in Consultant's possession or control and provide a complete copy of any Work Product (defined below) to the Company to the extent such Work Product has not already been provided. Any provision of this Agreement that contains any right, obligation, or required performance of the Parties which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

4. Relationship Between the Parties

Nothing contained in this Agreement shall be construed as creating any employer-employee, agency, joint venture, partnership, or any joint relationship between the Parties. Nothing in this Agreement shall be deemed as granting any authority to a Party to bind the other Party to any agreement or obligation, or to make any representations or warranties on behalf of the other Party. It is expressly stipulated and agreed that Consultant is, and shall remain, an independent contractor, responsible and liable for Consultant's own actions and omissions.

5. Confidentiality

(a) “Confidential Information” means all non-public, proprietary, or confidential information of the Company and its affiliates disclosed by or on behalf of the Company or any of its affiliates to Consultant, whether disclosed orally, in writing, electronically, or by inspection of tangible objects, including without limitation: business plans, financial data, trade secrets, customer and investor information, intellectual property, technical data, product designs, marketing plans, strategic plans, personnel information, and any other information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be treated as confidential. Confidential Information shall also include information that the Company or its affiliates are obligated to keep confidential under applicable law, regulation, or contract. Confidential Information shall not include information that: (i) is or becomes publicly available through no fault of or breach by Consultant; (ii) was rightfully in Consultant's possession prior to disclosure by the Company without restriction on disclosure; (iii) is independently developed by Consultant without use of or reference to the Confidential Information; or (iv) is rightfully obtained by Consultant from a third party without restriction on disclosure and without breach of any obligation to the Company.

(b) Consultant agrees to (i) hold all Confidential Information in strict confidence, (ii) not disclose any Confidential Information to any third party without the prior written consent of the Company, and (iii) not use any Confidential Information for any purpose except in carrying out his duties under this Agreement. Consultant shall take reasonable precautions to safeguard the

Confidential Information from unauthorized disclosure or use, using at least the same degree of care Consultant uses to protect his own confidential information, but in no event less than reasonable care.

(c) Notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent required by applicable law, rule, regulation, or legal process; provided that Consultant shall (i) promptly notify the Company in writing of such requirement (to the extent legally permitted), (ii) cooperate with the Company in seeking a protective order or other appropriate remedy to limit such disclosure, and (iii) disclose only the minimum amount of Confidential Information necessary to comply with such requirement.

(d) The obligations under this Section 5 shall survive the termination or expiration of this Agreement.

6. Work Product; Intellectual Property

(a) Consultant acknowledges and agrees that all work product, deliverables, reports, analyses, recommendations, documents, materials, inventions, discoveries, developments, improvements, and other results of the Services created, conceived, or reduced to practice by Consultant, alone or jointly with others, in connection with or arising out of the performance of the Services under this Agreement (collectively, "Work Product") shall be considered "works made for hire" as defined under the United States Copyright Act (17 U.S.C. § 101 et seq.) and shall be the sole and exclusive property of the Company.

(b) To the extent that any Work Product does not qualify as a "work made for hire," Consultant hereby irrevocably assigns and transfers to the Company all right, title, and interest in and to such Work Product, including all intellectual property rights therein. Consultant agrees to execute any documents and take any actions reasonably requested by the Company to evidence, perfect, or enforce the Company's rights in the Work Product.

(c) To the fullest extent permitted by applicable law, Consultant hereby irrevocably waives any and all moral rights in the Work Product, including any right of attribution, integrity, disclosure, and withdrawal.

7. Remedies

Consultant acknowledges that any breach or threatened breach of this Agreement by Consultant may cause material and irreparable damage to the Company, the amount of which may be extremely difficult or impossible to establish. Accordingly, Consultant agrees that in the event of such a breach or threatened breach, the Company will be entitled, in addition to any monetary damages and to any other remedies, to seek an order or an injunction restraining any breach or threatened breach of this Agreement.

8. Entire Agreement

This Agreement, along with the RSU Agreement, the Options Agreement and the PI Units Agreement, contains the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, except as herein contained. For the avoidance

of doubt, the Parties agree that this Agreement is not intended to supersede any agreements related to Consultant's role as Chief Executive Officer of the Company.

9. Notices

Any notice or other communication required or permitted under this Agreement must be in writing and delivered to the applicable Party at the address specified below, or to any other address or email address that such Party designates by notice in accordance with this section. Notice will be deemed given and received: (a) if delivered by hand, upon delivery; (b) if sent by nationally recognized overnight courier, on the next business day after deposit with the courier, with delivery charges prepaid; (c) if sent by certified or registered mail, return receipt requested, on the earlier of actual receipt or the third business day after mailing; and (d) if sent by email, upon transmission, provided that the sender does not receive an automated notice of delivery failure or other non-delivery message.

Notices to the Company: Innventure, Inc., 6900 Tavistock Lakes Blvd, Suite 400, Orlando, FL 32827; Email: legalnotices@innventure.com; Attention: General Counsel.

Notices to Consultant: Gregory W. Haskell, at the address set forth below Consultant's signature on the signature page to this Agreement.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. The Parties agree to be subject to the personal jurisdiction of the courts of Florida and agree that any dispute arising out of or relating to this Agreement shall be brought only in a federal or state court of competent jurisdiction in Orange County, Florida. The Parties each waive any and all defenses and objections they may have to such venue, including on forum non conveniens grounds, and hereby expressly waive any and all right to a jury trial.

11. Assignment

This Agreement may be assigned by the Company but may not be assigned by Consultant without the Company's prior written consent. Any other attempt to transfer or assign this Agreement, or any part of this Agreement, will be void.

12. Amendments

This Agreement may not be waived, amended, modified, or assigned, in any way, in whole or in part, without the prior written consent of the Company and Consultant.

13. Severability

Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, such provision shall not be deemed wholly invalid, and the court shall have the right and power to reform and reduce such provision to make it enforceable to the maximum extent permitted by law.

14. Counterparts

This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. Any signature delivered electronically shall be deemed an original signature for all purposes and will be binding on the signing Party.

15. Construction

Each Party signing this Agreement acknowledges that such Party has had the opportunity to review this Agreement with legal counsel of such Party's choice, and there shall be no presumption that ambiguities shall be construed or interpreted against the drafter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of June 26, 2026.

INNVENTURE, INC.

By: /s/ Michael Otworth
Name: Michael Otworth
Title: Executive Chairman

CONSULTANT

/s/ Gregory W. Haskell
Gregory W. Haskell

Address: _____

Email: _____

June 26, 2026

Dr. William Grieco
6900 Tavistock Lakes Blvd., Suite 400
Orlando, FL 32827

Dear Bill,

Innventure LLC (the “**Company**”) is pleased to offer you the position of Chief Executive Officer. The Company is a wholly owned subsidiary of Innventure, Inc. (“**Parent**”) and serves as the employing entity for all employees of Parent. In such capacity, you will serve as Chief Executive Officer of both the Company and Parent, reporting to the Board of Directors of Parent (the “**Board**”). Parent joins this letter agreement solely for the limited purposes set forth herein.

Your monthly base salary will be \$45,833.33, which equates to an annualized salary of \$550,000, assuming employment for a full year. Your net compensation will be less all applicable deductions, withholding taxes, and other amounts required by federal and state laws. Your salary will be paid on the regularly scheduled payroll dates of the Company that are in effect from time to time. All payments to you shall be treated as separate to the fullest extent allowed by law. Your starting date with the Company will be October 1,, 2026, or such other date as you and the Company mutually agree (the “**Start Date**”), subject to your agreement to the terms and conditions contained in this letter agreement and your execution of the Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement, a copy of which is enclosed with this letter agreement (the “**Proprietary Information Agreement**”).

Employment with the Company is at will, meaning that either you or the Company may terminate the employment relationship at any time, with or without cause and with or without notice, subject to applicable law. Upon any termination of your employment with the Company for any reason, you will be deemed to have resigned from all officer and director positions with the Company, Parent, and their respective affiliates, unless otherwise agreed in writing.

Your target annual bonus opportunity will initially be 100% of your base salary and will be prorated for 2026 based on the Start Date. Actual payments will be determined by the Board in its discretion based on the achievement of performance goals established by the Board for the Company, Parent, and their subsidiaries, and may include evaluation of applicable individual performance. You must remain continuously employed through the bonus payment date to be eligible to receive any bonus payment. You will remain eligible to receive a prorated portion of any annual bonus in respect of your service to Refinity Holdings, LLC (“**Refinity**”) during 2026. In connection with your provision of services to the Company, you will be deemed to be a service provider of Refinity such that your unvested profits interests in Refinity will continue to vest in accordance with their respective terms so long as you are an employee of the Company.

You will be eligible to enroll in employee benefit plans and programs maintained by the Company for the benefit of the Company’s employees in accordance with the terms of such plans and programs provided that you meet the eligibility requirements of such plans or programs. The

Company reserves the right to modify, amend or terminate any such plans and programs it adopts at any time in its discretion.

You will be eligible to participate in Parent's equity incentive compensation plan, with grants thereunder subject to approval by the Board. Upon commencement of your employment on the Start Date, Parent will grant you Innventure, Inc. restricted stock units valued at \$1,000,000 on the date of grant, with one-third of such restricted stock units vesting on each of the first three anniversaries of the grant date subject to your continued employment with the Company. Additionally, you will be eligible to receive an annual equity grant pursuant to the Company's long-term incentive program, with the first such annual equity grant expected to be granted in April 2027, have a grant date value of \$1,500,000 and consist of a mix of long-term equity compensation vehicles, as ultimately recommended by the Compensation Committee of the Parent's Board of Directors and approved by the Parent's Board of Directors. Parent joins this letter agreement for the purpose of confirming its obligation to grant such equity awards and to administer such awards in accordance with the terms of its equity incentive compensation plan.

The Company maintains an open paid time off policy. If your employment terminates for any reason whatsoever, you will not be entitled to receive any cash payment for unused vacation to the date of your termination.

The Company will reimburse you for all reasonable, documented and necessary travel expenses and other disbursements actually incurred by you, for or on behalf of the Company, in the performance of your duties during your employment, subject to your compliance with the Company's policies for reimbursement or advancement of expenses that are then in effect.

As you are aware, your employment by the Company will be for full-time employment and you will be required to devote, during regular business hours, all your working time to the business of the Company, Parent, and their subsidiaries, and not to engage in any other business or private services to any other business either as an employee, officer, director, agent, contractor, or consultant, except with the express written consent of the Board; provided that you may engage in charitable, not-for-profit, civic and educational activities to the extent that such activities do not conflict with or unreasonably interfere with the performance of your duties to the Company and Parent. Any confidential information that you acquire in connection with your employment must be held strictly confidential and used only for the purpose for which it is intended. In furtherance of this obligation, as a condition of your employment, you are required to enter into the Proprietary Information Agreement. You are also required to comply with all Company policies.

By your signature below, you represent and warrant to the Company that you: (i) are not subject to any employment, noncompetition or other similar agreement that would prevent or interfere with the Company's employment of you on the terms set forth herein; and (ii) have not brought and will not bring with you to the Company, any materials or documents of a former employer which are not generally available to the public or which did not belong to you prior to

your employment with the Company, unless you have obtained written authorization from the former employer or other owner for their possession and use and provided the Company with a copy thereof.

This letter agreement is not intended to, nor does it, create any employment contract for any specified term or duration between you and the Company. Your employment with the Company is terminable by you or the Company at any time with or without cause or notice. By accepting employment with the Company, you acknowledge that no contrary representation has been made to you. The Company requests you to provide two (2) weeks' notice prior to terminating your employment with the Company.

Upon the termination of your employment with the Company and prior to your departure from the Company, you agree to submit to an exit interview, which may include a review of your post-termination obligations and the surrendering to the Company all proprietary or confidential information and property belonging to the Company.

This letter agreement shall be governed by the laws of the State of Florida. This letter agreement, along with the Proprietary Information Agreement, constitutes the entire agreement among the Company, Parent, and you with regard to the subject matter hereof and supersedes any and all previous oral or written representation, communication, understanding or agreement between or among us.

You acknowledge and agree that your employment is subject to and conditioned upon your eligibility to work in the United States.

Innventure LLC

By: /s/ Michael Otworth
Name: Michael Otworth,
Title: Executive Chairman

Innventure, Inc. (solely for the limited purposes set forth herein)

By: /s/ Michael Otworth
Name: Michael Otworth,
Title: Executive Chairman

I have read, understand, and agree to all of the above and hereby accept the Company's offer of employment on the above terms and conditions. I acknowledge that I will serve as Chief Executive Officer of both the Company and Parent in a dual capacity. I understand that my employment with the Company is considered "at will" meaning that either the Company or I may terminate this employment relationship at any time for any or no reason without cause or notice. I further understand and agree that my employment is contingent upon my execution of the Proprietary Information Agreement.

/s/ William Grieco
William Grieco

6900 Tavistock Lakes Blvd, Suite 400 Orlando, FL 32827 WWW.INNVENTURE.COM

Innventure Announces Appointment of Dr. Bill Grieco as CEO following Retirement of Current CEO Bill Haskell

Leadership transition to be completed by October 1, 2026

Orlando, FL — June 30, 2026 — Innventure, Inc. (NASDAQ: INV), an industrial growth conglomerate, today announced that its Board of Directors has appointed Dr. Bill Grieco as Innventure's next Chief Executive Officer, effective October 1, 2026. Dr. Grieco will succeed Bill Haskell, who is retiring after a distinguished career spanning more than 45 years – the last six of which have been as Innventure's CEO. Mr. Haskell will work closely with Dr. Grieco to support a seamless transition over the next three months.

The appointment follows a comprehensive succession planning and search process led by a subcommittee of Innventure's Board, conducted with the assistance of a leading executive search firm that evaluated both internal and external candidates.

"On behalf of the Board, I want to thank Bill Haskell for his leadership and dedication in building Innventure into the platform it is today, and we wish him all the best in his well-earned retirement," said Mike Otworth, Innventure's Executive Chairman. "As we enter our next phase of growth, we are excited to welcome Bill Grieco as Chief Executive Officer. Bill is already focused on developing an aggressive first 100 days plan for milestone execution to facilitate Innventure finishing the year strongly. I'm confident that Innventure stakeholders will be pleased by Bill's transparency and proactive communication to our shareholders and business partners."

Dr. Grieco currently serves as the founding Chief Executive Officer of Refinity, one of Innventure's operating companies and as board member of Refinity and Accelsius. From 2022 to 2024, he served as Innventure's Chief Technology Officer. Prior to Innventure, Dr. Grieco was the CEO of The RAPID Manufacturing Institute® and led R&D for the \$3 billion Building Materials Group at Owens Corning. He brings a long history of working alongside multinational corporations to bring differentiated technologies to commercial scale, together with the operating discipline of having led a company through its build-and-scale phase. Dr. Grieco earned a PhD and master's degree from the Massachusetts Institute of Technology (MIT), and a bachelor's degree from Georgia Institute of Technology, all in Chemical Engineering.

"I share the Board's confidence that Bill Grieco is the right leader for Innventure's next chapter," said Haskell. "He understands our model from the inside, having helped guide our operating companies at the board level and leading Refinity as CEO. Dr. Grieco was also a key member of the evaluation team that led to the founding of Accelsius. He has been a founding director of Accelsius and continues to sit on the board. Given his depth of knowledge of both Accelsius and Refinity, coupled with his extensive experience co-developing the Innventure model, we think that he has the unique ability to seamlessly lead Innventure. He has earned the trust and respect of our multinational collaboration partners, internal teams, and the Board. I am confident Innventure will be in exceptional hands."

"I am honored by the Board's confidence and grateful for everything Bill Haskell has built," said Dr. Grieco. "Innventure's model is unique, and it works because it pairs breakthrough technologies with the discipline to launch and grow companies with compelling value propositions. I intend to focus on growing our relationships with multinational partners, scaling our operating companies pragmatically, and creating value for our shareholders."

Dr. Grieco will join Innventure's executive committee in connection with his appointment and fill the vacancy created by Mr. Haskell's planned retirement from Innventure's Board of Directors on October 1, 2026. He will also continue to serve on the boards of Accelsius and Refinity. Refinity and Innventure are currently working with an executive search firm and our corporate partner to identify a well-qualified successor CEO for Refinity. Dr. Grieco will remain in his role as Refinity CEO until October 1, 2026.

About Innventure

Innventure, Inc. (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 scaling expertise.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements in this press release are "forward-looking statements" within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are often identified by future or conditional words such as "plan," "believe," "expect," "anticipate," "intend," "outlook," "estimate," "forecast," "project," "continue," "could," "may," "might," "possible," "will," "potential," "predict," "should," "would" and other similar words and expressions (or the negative versions of such words or expressions), but the absence of these words does not mean that a statement is not forward-looking.

The forward-looking statements are based on the current assumptions and expectations of future events that are inherently subject to uncertainties and changes in circumstances and their potential effects and speak only as of the date of this press release. There can be no assurance that future developments will be those that have been anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond the control of the parties) or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements.

These risks and uncertainties include, but are not limited to, those factors described in Innventure's public filings with the U.S. Securities and Exchange Commission, including but not limited to the following: Innventure's and its subsidiaries' ability to execute on their strategies, book sales and achieve future financial performance; developments and projections relating to Innventure's and its subsidiaries' competitors and industry; the implementation, adoption, market acceptance and success of Innventure's and its subsidiaries' products, business models and growth strategies; Innventure's and its subsidiaries' ability to generate sufficient revenue and operating cash flow; the timing and magnitude of expected cash expenditures; the availability, timing and terms of additional financing, including debt or equity financing; market conditions affecting access to capital; potential dilution resulting from future financings; Innventure's ability to successfully implement cost reduction initiatives; changes in economic conditions; competitive pressures; regulatory developments; Innventure's ability to maintain control over its subsidiaries.

Forward-looking statements speak only as of the date of this release, and Innventure undertakes no obligation to update them except as required by law.

Investor Relations Contact: Kyle Nagarkar, Solebury Strategic Communications
investorrelations@innventure.com

Media Contact: Stephanie Knight, Solebury Strategic Communications
press@innventure.com