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

October 19, 2026
Date of Report (date of earliest event reported)

Innventure, Inc.

(Exact name of registrant as specified in its charter)

Delaware	001-42303	93-4440048
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(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:

Title of each class	Trading Symbol	Name of each exchange on which registered
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; Compensatory Arrangements of Certain Officers.

On October 19, 2026 (the "Transition Date"), David Yablunosky ceased to serve as the Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer for Innventure, Inc., a Delaware corporation (the "Company") and ceased to serve as the Chief Financial Officer and an employee of the Company's subsidiary, Innventure LLC.

On the Transition Date, the Company entered into a Consulting Agreement with Mr. Yablunosky (the "Consulting Agreement") pursuant to which, subject to Mr. Yablunosky's execution and delivery of a general release in a form acceptable to the Company (the "Release"), he will provide transition services to the Company as an independent contractor (the "Services") during the period (the "Term") beginning on the Transition Date and through the earlier of May 14, 2027 or such earlier date as the Agreement is terminated in accordance with its terms (the "Termination Date").

As consideration for the Services, (i) the Company will pay Mr. Yablunosky $5,500 per week for each week that Services are provided during the Term; (ii) the Company will reimburse Mr. Yablunosky for the full monthly cost of certain premiums associated with his election of continuation coverage for him and his spouse under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; (iii) the Company will reimburse Mr. Yablunosky for certain travel and other reasonable out-of-pocket expenses incurred in connection with the Services, provided such expenses are approved in advance by the Company; and (iv) certain unvested securities of the Company and its subsidiary, Refinity Holdings, LLC, held by Mr. Yablunosky will continue to vest in accordance with their existing vesting schedules through the Termination Date.

The Consulting Agreement also contains customary confidentiality and work product/intellectual property assignment provisions.

The foregoing description of the Consulting Agreement does not purport to be 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 and incorporated herein by reference.

Item 8.01 Other Events.

On October 19, 2026, the Company issued a press release announcing that, as previously disclosed, Eric Stober has joined the Company as Chief Financial Officer, Principal Financial Officer and Principal Accounting Officer and that, with the Company consolidating the functions of finance, accounting, investor relations, and communications under Mr. Stober, Chief Growth Officer Roland Austrup's service to the Company will end on October 31, 2026.

A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1	Consulting Agreement, dated as of October 19, 2026, by and between Innventure, Inc. and David Yablunosky
99.1	Press Release of Accelsius dated October 19, 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: October 19, 2026

By: /s/ Suzanne Niemeyer

Name: Suzanne Niemeyer

Title: General Counsel

Innventure Welcomes Eric Stober as Chief Financial Officer

Finance, accounting, investor relations, and communications consolidated under the CFO role

Stober succeeds David Yablunosky as CFO and assumes responsibilities previously overseen by Roland Austrup

ORLANDO, Fla., Oct. 19, 2026 (GLOBE NEWSWIRE) -- Innventure, Inc. (NASDAQ: INV) ("Innventure" or the "Company") today announced that Eric Stober has joined the Company as Chief Financial Officer, with finance, accounting, investor relations, and communications reporting to him.

Mr. Stober served nine years as Chief Financial Officer of Astrotech Corporation (Nasdaq: ASTC), where he played a key role in restructuring the company, managed the sale of its satellite operations business to Lockheed Martin, and led capital formation. He most recently served as Chief Financial Officer of Capital Factory and earlier held private equity roles at Virtus Capital Partners and Black Diamond Capital Management. He holds an MBA from the McCombs School of Business at the University of Texas at Austin.

"We are excited to welcome Eric to Innventure at an important point in our evolution," said Bill Grieco, Innventure's CEO. "As we sharpen our focus on execution, bringing various finance functions under his leadership will strengthen accountability, improve how we allocate capital and provide shareholders with a clearer view of our progress. Eric's experience navigating complex strategic transactions and capital formation will be particularly valuable as we work to maximize value for our shareholders."

"I'm excited to join Innventure and help lead the Company through its next phase," said Eric Stober, Innventure's Chief Financial Officer. "My focus will be on bringing financial discipline to every capital allocation decision, maintaining clear and consistent communication with shareholders, and working across the organization to maximize the value of our operating company interests, particularly Accelsius."

With the Company consolidating the functions of finance, accounting, investor relations, and communications under the Chief Financial Officer, Chief Growth Officer Roland Austrup's service to the Company will end on October 31, 2026. As previously announced, David Yablunosky stepped down as Chief Financial Officer effective today and will serve in a consulting role for a transitional period.

About Innventure

Innventure (NASDAQ: INV) builds and scales the companies that it has founded as they commercialize new technologies. Innventure is focused on preserving and maximizing the value of its operating company interests for shareholders through disciplined capital allocation, focused execution, strong governance, and strategic initiatives. Learn more at innventure.com.

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 ability to preserve and increase the value of its interest in Accelsius; Innventure’s ability to control costs while retaining Innventure’s core capabilities; 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; risks related to recent shareholder litigation; changes in economic conditions; competitive pressures; regulatory developments; and 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: Gabriel Hasson, ICR Inc. / Phil Denning, ICR Inc.

Innventure@ICRinc.com

Consulting Agreement

This Consulting Agreement (this "Agreement") is entered into as of October 19, 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 David Yablunosky, 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 Financial Officer of the Company and its subsidiary, Innventure LLC (the "Subsidiary");

WHEREAS, on October 19, 2026 (the "Transition Date"), Consultant's employment with the Subsidiary ended and he ceased to serve as the Chief Financial Officer of the Company and the Subsidiary; and

WHEREAS, conditioned on Consultant's execution and delivery of a general release in a form acceptable to the Company (the "Release"), the Company desires to retain Consultant following the Transition Date to provide services to the Company, including transition services to the Company's new Chief Financial Officer, 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 and provided that Consultant has executed and delivered the Release, Consultant shall provide services to the Company, including assisting with the transition of his prior duties to Eric Stober, the Company's new Chief Financial Officer (collectively, the "Services"). Consultant is expected to devote approximately forty (40) hours per week to performing the Services until November 20, 2026 and, thereafter, to provide approximately twenty (20) hours per week to performing the Services. 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, subject to Section 3,

(a) the Company shall pay Consultant an amount equal to $5,500 per week for each week that Services are provided between the Transition Date and the Termination Date (defined below);

(b) the Company shall reimburse Consultant for the full monthly cost of premiums for the period from November 1, 2026 through the last day of the month in which the Termination Date occurs that are 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;

(c) 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; and

(d) the following securities shall continue to vest in accordance with their respective existing vesting schedules during the period beginning on the Transition Date and ending on the Termination Date:

(i) Company restricted stock units granted to Consultant pursuant to the Restricted Stock Units Agreement between Consultant and the Company dated as of December 9, 2024 (the "2024 RSU Agreement");

(ii) Company stock options granted to Consultant pursuant to the Nonqualified Stock Option Agreement between Consultant and the Company dated as of December 9, 2024 (the "2024 Options Agreement");

(iii) Company restricted stock units granted to Consultant pursuant to the Restricted Stock Units Agreement between Consultant and the Company dated as of August 25, 2025 (the "2025 RSU Agreement"):

(iv) 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 "2026 RSU Agreement");

(v) Company stock options granted to Consultant pursuant to the Nonqualified Stock Option Agreement between Consultant and the Company dated as of April 2, 2026 (the "2026 Options Agreement"); and

(vi) 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").

3. Term

This Agreement shall remain in effect from the Transition Date until the earlier of (a) May 14, 2027 and (b) the date this Agreement is terminated (a) by mutual written agreement of the Parties, (b) by Consultant upon thirty (30) days advance notice, (c) by Company in the event that Consultant timely revokes the consent provided pursuant to the Release in accordance with its terms, or (d) by the Company in the event that Consultant breaches this Agreement or any other agreement between the Company and Consultant (such date, the "Termination Date"). On the Termination Date, (i) Consultant's obligations to perform the Services shall cease, and (ii) the Company's obligation to provide the consideration set forth in Section 2 for periods following the Termination Date shall cease. Upon termination, 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 2024 RSU Agreement, the 2024 Options Agreement, the 2025 RSU Agreement, the 2026 RSU Agreement, the 2026 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 Financial Officer of the Company and the Subsidiary, including any restrictive covenant agreement and any indemnification agreement between Consultant and the Company and/or the Subsidiary.

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: David Yablunosky, 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 the date first written above.

INNVENTURE, INC.

By: /s/ William Grieco
Name: William Grieco
Title: Chief Executive Officer

CONSULTANT

/s/ David Yablunosky
David Yablunosky

Address:

[****]

[****]

Email: [****]