

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K/A

(Amendment No. 1)

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of Earliest Event Reported): October 28, 2026 (September 3, 2026)

Mobileye Global Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

001-41541
(Commission File Number)

88-0666433
(IRS Employer Identification
Number)

c/o Mobileye B.V.
Har Hotzvim, 1 Shlomo Momo HaLevi Street
Jerusalem 9777015, Israel
(Address of principal executive offices and zip code)

+972-2-541-7333
(Registrant's telephone number, including area code)

Former name or former address, if changed since last report: N/A`

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 (\$0.01 Par Value)	MBLY	Nasdaq Global Select Market

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) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2).

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. ☐

EXPLANATORY NOTE

This Amendment No. 1 on Form 8-K/A (this “Amendment”) amends the Current Report on Form 8-K filed by Mobileye Global Inc. (the “Company”) with the Securities and Exchange Commission on September 10, 2026 (the “Original Form 8-K”). As disclosed in the Original Form 8-K, on September 3, 2026, Nimrod Nehushtan transitioned from his position as the Company’s Executive Vice President Business Development & Strategy to a part-time role focused on corporate strategy. The Original Form 8-K also disclosed that, as of the date thereof, Mr. Nehushtan’s existing compensation arrangements had not been modified in connection with that transition.

On October 28, 2026, Mobileye Vision Technologies Ltd, a subsidiary of the Company (“Mobileye Vision”), and Mr. Nehushtan entered into an amendment to his employment agreement and the Company and Mr. Nehushtan entered into an amendment to certain of his outstanding restricted stock unit agreements, in each case in connection with his transitioned role. This Amendment is being filed to report such arrangements under Item 5.02(e) of Form 8-K. Except as expressly set forth herein, the Original Form 8-K remains unchanged.

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

(b) As previously reported, on September 3, 2026, Mr. Nehushtan and the Company agreed that Mr. Nehushtan would transition from his role as Executive Vice President Business Development & Strategy to a part-time role with the Company focused on corporate strategy.

(e) On October 28, 2026, Mr. Nehushtan and Mobileye Vision entered into an amendment to Mr. Nehushtan’s employment agreement (the “Employment Amendment”), effective November 1, 2026. Pursuant to the Employment Amendment:

- Mr. Nehushtan’s title will be Executive Vice President Corporate Strategy and his scope of employment will be reduced to 20% of a full-time position.
- Mr. Nehushtan’s monthly compensation will be NIS 50,000. Certain employment-related benefits and entitlements will be adjusted to reflect his reduced scope of employment. The Company will continue to make pension, severance and other applicable benefit contributions based on his adjusted compensation.

On October 28, 2026, the Company and Mr. Nehushtan also entered into an amendment to his restricted stock unit agreements relating to awards granted on July 10, 2024, July 10, 2025 and July 10, 2026 (the “RSU Amendment”), effective November 1, 2026. Pursuant to the RSU Amendment, if the Company or one of its subsidiaries terminates Mr. Nehushtan’s employment without Cause (as defined in the RSU Amendment) prior to July 10, 2027 and he executes a release of claims meeting the requirements specified therein, any unvested restricted stock units scheduled to vest on or before July 10, 2027 will accelerate and become vested as of the date of termination.

The foregoing descriptions of the Employment Amendment and the RSU Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of those agreements, which are filed as Exhibits 10.1 and 10.2 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit

No. Description

[10.1†**](#) [Amendment to Employment Agreement, dated October 28, 2026, by and between Mobileye Vision and Nimrod Nehushtan](#)

[10.2†](#) [Amendment to Restricted Share Unit Agreement, dated October 28, 2026, between the Company and Nimrod Nehushtan](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Management contract or compensatory plan or arrangement.

** Certain personal information has been omitted pursuant to Item 601(a)(6) of Regulation S-K.

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 thereunto duly authorized.

Mobileye Global Inc.

Date: October 29, 2026

By: /s/ Prof. Amnon Shashua

Prof. Amnon Shashua

President and Chief Executive Officer

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (the “**Amendment**”) is entered on October 28th, 2026, by and between Mobileye Vision Technologies Ltd., an Israeli company with its principal offices at 1 Shlomo Momo Halevy st., Jerusalem, Israel (the “**Company**”) and Nimrod Nehushtan, ID [*****] of [*****] (the “**Employee**”; together: the “**Parties**”) and shall be effective as of November 1st, 2026 (the “**Effective Date**”).

WHEREAS The Employee has been employed by the Company as of 5/2/2017 (the “**Commencement Date**”) pursuant to an employment agreement dated 5/2/2017, as amended from time to time (the “**Employment Agreement**”); and

WHEREAS the Employee requested to transition from his role as an Executive Vice President Business Development & Strategy to a part-time role, focused on corporate strategy;

WHEREAS the Company accepted such request and the parties mutually agreed to amend the Employee’s employment terms, as set forth herein;

NOW THEREFORE, the parties agree as follows:

1. As of the Effective Date, the following changes shall apply in the Employee's terms of employment:

- 1.1 **Title; Scope of Employment**: The Employee's title shall be Executive Vice President Corporate Strategy. The Employee’s scope of employment shall be reduced to 20% of a full-time basis, on such working days and hours as shall be coordinated with the Company (the “**Effective Scope of Employment**”). The Employee shall devote his best efforts to his duties and shall be reasonably available to the Company, including attending, upon its reasonable request.
 - 1.2 **Salary; Benefits**:
 - 1.2.1 The Employee’s monthly Salary and overtime payment will be updated and jointly will be in the gross amount of NIS 50,000 (consisting of Salary of NIS 39,467 gross and overtime payment of NIS 10,383 gross for the overtime hours the Employee may work, travel expenses of NIS 99 and recuperation pay of NIS 51) (the “**Effective Salary**”).
 - 1.2.2 The Employee’s entitlement to Benefits (including vacation days, sick leave, convalescence pay) according to the Employment Agreement and applicable law shall be pro-rated in accordance with the Effective Scope of Employment and the Effective Salary.
 - 1.3 **Additional Occupation**: The Employee may engage in other activities outside the Effective Scope of Employment, provided that such additional occupation: (a) is not related to the Company’s current or planned field of business; (b) does not conflict with the Employee’s undertakings toward the Company, including with respect to confidentiality, non-competition, non-solicitation, and conflicts of interest, which shall continue to be in full force and effect; (c) does not take place during working hours nor while using the Company’s resources; and (d) does not prevent the Employee from fulfilling his position.
-

2. All vacation days accrued by the Employee until the Effective Date (the “**Current Vacation Balance**”) shall, to the extent they remain accrued and unused as of the Effective Date, be redeemed upon termination of employment based on the Employee’s salary as in effect until the Effective Date. With respect to vacation days accrued as of the Effective Date: any unused vacation days that are in excess of the Current Vacation Balance, shall be redeemed based on the Employee’s Effective Salary in effect on the date of termination. Should the Employee utilize any vacation days out of the Current Vacation Balance after the Effective Date, the value of such days shall be based on the Effective Salary.
 3. **Pension and Severance Pay.** As of the Effective Date, the following arrangement shall apply:
 - 3.1 the Employee shall continue to be entitled to contributions to a pension arrangement of the Employee’s choice (the “**Pension Arrangement**”), at the following monthly rates:
 - a) The Company shall contribute:
 - (i) 8.33% of the monthly salary towards the severance pay component; and
 - (ii) 6.5% of the monthly salary towards the pension component. If the Employee is insured under a managers’ insurance policy or a provident fund (which is not a pension fund), the said rate shall include contributions towards disability insurance ensuring a loss-of-earning-capacity payment equal to 75% of the monthly salary, provided that no less than 5% is contributed towards the pension component, all subject to the terms of the Extension Order regarding the Increase of Pension Contributions – 2016 (the “**Pension Order 2016**”). In accordance with the terms of the Pension Order 2016, if the said rate is insufficient to insure the Employee under disability insurance, the total contribution rate shall be increased up to 7.5% of the monthly salary.
 - b) The Company shall also deduct 6% of the monthly salary, to be paid on the Employee’s account towards the Pension Arrangement.
 - 3.2 It is hereby agreed that the arrangement regulated in the General Approval, as amended (attached as Annex 1), published pursuant to Section 14 of the Severance Pay Law, 1963, applies (the “**Section 14 Arrangement**”). Accordingly, the Company’s contributions to the Employee’s Pension Arrangement shall constitute the Employee’s entire entitlement to severance pay in respect of the monthly salary on which such contributions were made, *in lieu* of any severance pay to which the Employee may otherwise have become entitled by law.
 - 3.3 The Company waives any right to a refund of its contributions, unless the Employee’s right to severance pay is denied pursuant to a judgment under Sections 16 or 17 of the Severance Pay Law, or if the Employee withdraws funds from the Pension Arrangement in circumstances other than an Entitling Event. For purposes hereof, an “Entitling Event” means death, disability, or retirement at the age of 60 or older.
 - 3.4 The parties shall submit to the Ministry of Labor, Welfare and Social Services a request for the application Section 14 Arrangement retroactive as of the Commencement Date and subject to the receipt of a permit for such application, the Company shall deposit to the Employee’s severance fund the shortfall between the amounts accrued in his severance fund and his entitlement to severance pay according to the Severance Pay law until the Effective Date.
-

Tax. All amounts herein are in gross values. The tax consequences of this Amendment shall be borne solely by the Employee and the Employee agrees to bear such taxes, and the Company shall be entitled to withhold any applicable taxes in connection with this Amendment.

4. This Amendment shall not affect any of the other terms of the Employment Agreement that have not specifically been amended in this Amendment.
5. This Amendment constitutes an integral part of the Employment Agreement. In the event of a discrepancy between the terms contained herein and those contained in the Employment Agreement, the parties hereby agree that the terms herein shall prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Employment Agreement.
6. This Amendment shall be deemed due notification in accordance with the provisions of the Notice to the Employee and Job Candidate Law (Employment Conditions and Candidate Screening and Selection) – 5762-2002.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date above written:

/s/ Mobileye Vision Technologies Ltd.
Mobileye Vision Technologies Ltd

/s/ Nimrod Nehushtan
Nimrod Nehushtan

By: Amnon Shashua

Title: Chief Executive Officer and President

Annex 1

General Order and Confirmation Regarding Payments of Employers to Pension Funds and Insurance Funds instead of Severance Pay

Pursuant to the power granted to me under section 14 of the Severance Pay Law 5723-1963 ("**Law**") I hereby confirm that payments paid by an employer, commencing the date hereof, to an employee's comprehensive pension fund into a provident fund which is not an insurance fund, as defined in the Income Tax Regulations (Registration and Management Rules of a Provident Fund) 5724-1964 ("**Pension Fund**"), or to a Manager's Insurance Fund that includes the possibility of an allowance or a combination of payments to an Allowance Plan and to a plan which is not an Allowance Plan in an Insurance Fund ("**Insurance Fund**"), including payments which the employer paid by combination of payments to a Pension Fund and to an Insurance Fund whether there exists a possibility in the Insurance Fund to an allowance plan ("**Employer Payments**"), will replace the severance pay that the employee is entitled to for the salary and period of which the payments were paid ("**Exempt Wages**") if the following conditions are satisfied:

(1) Employer Payments –

- (A) for Pension Funds are not less than 14.33 % of the Exempt Wages or 12% of the Exempt Wages, if the employer pays for his employee an additional payment on behalf of the severance pay completion for a providence fund or Insurance Fund at the rate of 2.33% of the Exempt Wages. If an employer does not pay the additional 2.33% on top of the 12%, then the payment will constitute only 72% of the Severance Pay.
 - (B) to the Insurance Fund are not less than one of the following:
 - (1) 13.33% of the Exempt Wages if the employer pays the employee additional payments to insure his monthly income in case of work disability, in a plan approved by the Supervisor of the Capital Market, Insurance and Savings in the Finance Ministry, at the lower of, a rate required to insure 75% of the Exempt Wages or 2.5% of the Exempt Wages ("**Disability Payment**").
 - (2) 11% of the Exempt Wages if the employer pays an additional Disability Payment and in this case the Employer Payments will constitute only 72% of the employee's severance pay; if, in addition to the abovementioned sum, the employer pays 2.33% of the Exempt Wages for the purpose of Severance Pay completion to providence fund or Insurance Funds, the Employer Payments will constitute 100% of the severance pay.
-

- (2) A written agreement must be made between the employer and employee no later than 3 months after the commencement of the Employer Payments that include –
- (A) the agreement of the employee to the arrangement pursuant to this confirmation which details the Employer Payments and the name of the Pension Fund or Insurance Fund; this agreement must include a copy of this confirmation;
 - (B) an advanced waiver of the employer for any right that he could have to have his payments refunded unless the employee's right to severance pay is denied by judgment according to sections 16 or 17 of the Law, or in case the employee withdrew monies from the Pension Fund or Insurance Fund not for an Entitling Event; for this matter, Entitling Event or purpose means death, disablement or retirement at the age of 60 or over.
- (3) This confirmation does not derogate from the employee's entitlement to severance pay according to the Law, Collective Agreement, Extension Order or personal employment agreement, for any salary above the Exempt Wages.
-

AMENDMENT TO RESTRICTED STOCK UNIT AGREEMENTS

This Amendment to Restricted Stock Unit Agreements (this “**Amendment**”) is effective as of November 1st, 2026 (the “**Effective Date**”), by and between Mobileye Global Inc., a Delaware corporation (the “**Corporation**”), and Nimrod Nehushtan (the “**Employee**”).

WITNESSETH:

WHEREAS, the Corporation and the Employee are parties to certain Restricted Stock Unit Agreements for grants made on July 10, 2024 (grant No. 00006373), July 10, 2025 (grant No. 00011942), and July 10, 2026 (grant No. 00013847) (each an “**RSU Agreement**” and, collectively, the “**RSU Agreements**”);

WHEREAS, the Corporation and the Employee have agreed to modify the RSU Agreements in certain respects with respect to RSUs which are unvested as of the Effective Date;

WHEREAS, the Corporation and the Employee desire to have the terms and conditions set forth in this Amendment supersede any conflicting terms and conditions set forth in the RSU Agreements; and

WHEREAS, any terms and conditions of the RSU Agreements that are not inconsistent with the terms and conditions set forth in this Amendment are understood and agreed to continue in full force and effect, without change.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the Corporation and the Employee, intending to be legally bound, hereby agree as follows:

1. Employee Transition. Section 6 of each of the RSU Agreements is hereby amended by adding the following paragraph to the end thereof as set forth below:

Acceleration Upon Termination of Employment:

Notwithstanding any terms or conditions set forth herein to the contrary, in the event that all of the following occur: (i) your employment is terminated by the Corporation or any Subsidiary without Cause prior to July 10, 2027 (and without you being rehired by the Corporation or any Subsidiary as further described in this Section 6 above); and (ii) you sign a Release - then the RSUs scheduled to vest on or before July 10, 2027, inclusive, shall accelerate and become fully vested as of the date of such termination.

“Cause” means the occurrence of any of the following events: (i) you commit a material breach of the Proprietary Information and Inventions Agreement, as shall be determined in the reasonable opinion of the Board, (ii) you commit a material breach of your Employment Agreement, RSU Agreements or this Amendment and for a period of 10 consecutive days fail to cure such breach (iii) you perform any act that entitles the Corporation or any Subsidiary to legally dismiss you without paying any severance pay in connection with such dismissal or (iv) you are convicted of a crime of moral turpitude or dishonesty.

***"Release"** means a release of claims document in a form satisfactory to the Corporation and the applicable employing Subsidiary, such release shall include, among other things: (a) a general waiver and release of claims against the Corporation, its Subsidiaries and their respective officers, directors and employees, (b) a confirmation that you have not breached, and an undertaking not to breach, any intellectual property obligations owed to the Corporation or any Subsidiary, (c) a confirmation that you have not breached, and an undertaking not to breach, any confidentiality obligations owed to the Corporation or any Subsidiary, (d) non-competition and non-solicitation undertakings of at least 12 months following end of employment, and (e) an acknowledgment that the acceleration of the RSUs constitutes additional consideration for the undertakings set forth in clauses (b) through (d) above, and that upon any material breach of such undertakings, the Corporation shall be entitled, without limiting any other remedy, to recover from you any shares issued upon settlement of the accelerated RSUs (or the net proceeds thereof, if sold or transferred) and to cancel any accelerated RSUs not yet settled.*

2. **Tax.** The tax consequences of the amendments described above shall be borne solely by the Employee and the Employee agrees to bear such taxes and the Corporation or any Subsidiary (as defined in the RSU Agreements) shall be entitled to withhold all applicable taxes in connection with the RSUs, including as a result of the amendment to the terms of the existing RSUs as described above. It is clarified that the acceleration may impact the beneficial tax treatment under the trustee capital gains route. The Employee confirms that they have had the opportunity to receive legal and tax advice before executing this amendment.

3. **Headings.** The headings of paragraphs are inserted for convenience and shall not affect any interpretation of this Amendment.

4. **Severability.** The provisions of this Amendment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

5. **Assignment.** This Amendment shall be binding upon and shall inure to the benefit of the Corporation, its successors and assigns, and the Corporation shall require such successor or assign to expressly assume and agree to perform this Amendment in the same manner and to the same extent that the Corporation would be required to perform it if no such succession or assignment had taken place. The term "successors and assigns" as used herein shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Corporation (including this Amendment) whether by operation of law or otherwise. Neither this Amendment nor any right or interest hereunder shall be assignable or transferable by the Employee, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Amendment shall inure to the benefit of and be enforceable by the Employee's legal personal representative.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original copy and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CORPORATION

MOBILEYE GLOBAL INC.

By: /s/ Amnon Shashua

Name: Amnon Shashua

Title: Chief Executive Officer and President

EMPLOYEE

By: /s/ Nimrod Nehushtan

Name: Nimrod Nehushtan