

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K/A

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

Date of report (Date of earliest event reported): February 11, 2026

Dana Incorporated
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-1063
(Commission
File Number)

26-1531856
(I.R.S. Employer
Identification No.)

3939 Technology Drive, Maumee, Ohio 43537
(Address of principal executive offices) (Zip Code)

(419) 887-3000
(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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	DAN	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Explanatory Note

Dana Incorporated, a Delaware corporation (“**Dana**”), is amending its Current Report on Form 8-K originally filed on February 12, 2026 to disclose certain compensation arrangements for Byron S. Foster and R. Bruce McDonald, as described below.

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

Executive Transitions

As previously disclosed by Dana in a Current Report on Form 8-K filed on February 12, 2026, Dana’s Board of Directors (the “**Dana Board**”) appointed Byron S. Foster to succeed R. Bruce McDonald as President and Chief Executive Officer (“**CEO**”), effective July 1, 2026, with Mr. McDonald continuing to serve as Chairman of the Dana Board thereafter. In addition, Dana announced on June 11, 2026 that Mr. McDonald has been appointed to serve as Executive Chairman of Dana.

Compensation Arrangements

In connection with his appointment as CEO, Mr. Foster has entered into a letter agreement, dated June 11, 2026, with Dana, effective as of July 1, 2026 (the “**Foster Letter Agreement**”). The Foster Letter Agreement provides that Mr. Foster’s initial base salary will be \$1,000,000 and that he will be eligible to participate in Dana’s annual incentive program, with a target annual incentive opportunity equal to 150% of his base salary. Mr. Foster will also be eligible to participate in Dana’s regular annual long-term incentive program for senior executives, beginning with the 2027 grant cycle, subject to the terms and conditions of the applicable plan and award agreements. Additionally, Mr. Foster will continue to participate in the Dana Incorporated Executive Severance Plan and the Dana Incorporated Amended and Restated Change in Control Severance Plan, as well as Dana’s employee benefits plans. The foregoing description of the Foster Letter Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Foster Letter Agreement, which is filed as Exhibit 10.1 and is incorporated herein by reference.

In connection with his service as Executive Chairman and Chairman of the Dana Board, Mr. McDonald has entered into a letter agreement, dated June 11, 2026, with Dana, effective as of July 1, 2026 (the “**McDonald Letter Agreement**”). Subject to earlier termination or extension by the parties, the term of the McDonald Letter Agreement ends December 31, 2028. Mr. McDonald’s base salary will be \$700,000 and he will be eligible to participate in Dana’s annual incentive program, with a target annual incentive opportunity equal to 100% of his base salary. Mr. McDonald will also be eligible to receive a one-time grant of restricted stock units (the “**RSU Award**”) pursuant to the Dana Incorporated 2021 Omnibus Incentive Plan (the “**Equity Plan**”), with an aggregate target grant date fair market value of \$5,000,000. The RSU Award will vest 50% on December 31, 2027 and 50% on December 31, 2028. Mr. McDonald will continue to participate in the Dana Incorporated Executive Severance Plan and the Dana Incorporated Amended and Restated Change in Control Severance Plan, as well as Dana’s employee benefits plans. The foregoing description of the McDonald Letter Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the McDonald Letter Agreement, which is filed as Exhibit 10.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [Letter Agreement between Dana Incorporated and Byron S. Foster, dated June 11, 2026](#)
- 10.2 [Letter Agreement between Dana Incorporated and R. Bruce McDonald, dated June 11, 2026](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DANA INCORPORATED

By: /s/ Douglas H. Liedberg
Name: Douglas H. Liedberg
Title: Senior Vice President, Chief Legal and Human
Resources Officer and Corporate Secretary

Date: June 12, 2026



Dana Incorporated
World Headquarters
P.O. Box 1000
Maumee, Ohio 43537-7000
Dana.com

June 11, 2026
Byron S. Foster

Dear Mr. Foster:

On behalf of Dana Incorporated (the "Company"), I am pleased to offer you the position of Chief Executive Officer of the Company, effective as of July 1, 2026 (the "Effective Date"), on the terms and conditions set forth in this letter agreement (this "Letter").

1. Position and Duties

As Chief Executive Officer, you will report directly to the Board of Directors (the "Board"). You will have the duties, responsibilities and authority customarily associated with the chief executive officer role, together with such additional duties consistent with your position as may be assigned by the Board. Your principal place of employment will be Novi, Michigan, subject to such travel as is reasonably necessary to perform your duties. During your employment, you will devote substantially all of your business time and attention to the business and affairs of the Company and its affiliates, subject to customary exceptions for personal investments, charitable and civic activities, and service on outside boards as approved in advance by the Board (or an appropriate Committee thereof).

2. Board Service

In recognition of your current service as a member of the Company's Board, for so long as you serve as Chief Executive Officer, the Company will nominate you for reelection to the Board at each applicable annual meeting, subject to the fiduciary duties of the Board and the recommendation of the Nominating and Governance Committee. Upon any termination of your employment for any reason, you agree to resign, effective immediately, from the Board and from any other positions you hold with the Company or any of its affiliates, unless otherwise requested by the Board.

3. Base Salary

Beginning on the Effective Date, your annual base salary will be \$1,000,000 (the "Base Salary"), payable in accordance with the Company's regular payroll practices and subject to applicable withholding and deductions. Your Base Salary will be reviewed periodically by the Compensation Committee of the Board (the "Compensation Committee") and may be increased from time to time.

4. Annual Incentive Opportunity

For each fiscal year during your employment, you will be eligible to participate in the Company's annual incentive program, with a target annual incentive opportunity equal to 150% of Base Salary. Any annual incentive earned will be based on the achievement of performance goals established by the Compensation Committee, and will be subject to the terms of the applicable plan or program, including any continued-employment requirement through the applicable payment date, except as otherwise expressly provided herein or in the applicable plan.

5. Equity Awards

Subject to approval by the Compensation Committee, you will be eligible to participate in the Company's regular annual long-term incentive program for senior executives beginning with the 2027 grant cycle, subject to the terms and conditions of the applicable plan and award agreements.



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6. Employee Benefits and Perquisites

You will be entitled to participate in the employee benefit plans, programs and arrangements generally made available to the Company's senior executives, subject to the eligibility requirements and other terms of those plans and programs as in effect from time to time. Nothing in this Letter shall limit the Company's ability to amend, modify or terminate any employee benefit plan, program or arrangement at any time, subject to the terms of such plan, program or arrangement and applicable law.

7. Severance and Change in Control Protections

Your rights, if any, to severance payments or benefits upon a termination of employment, whether in connection with a termination by the Company without Cause, by you for Good Reason, or in connection with a Change in Control, will be subject to the terms and conditions described in the Dana Incorporated Executive Severance Plan and the Dana Incorporated Amended and Restated Change in Control Severance Plan (the "Severance Plans"). For purposes of this Letter, "Cause," "Good Reason," and "Change in Control" will have the meanings set forth in the Severance Plans or applicable incentive plans, or if not defined there, such terms will be defined in the definitive agreements implementing these arrangements.

8. Restrictive Covenants; Company Policies

As a condition of your employment and your receipt of the compensation and benefits described in this Letter, you will remain subject to the Company's applicable policies and codes of conduct, including those relating to confidentiality, protection of Company property, insider trading, hedging and pledging, stock ownership guidelines, and recoupment or clawback. You will also remain bound by, or contemporaneously enter into, such agreements regarding confidential information and intellectual property, non-competition, non-solicitation, non-disparagement, employee cooperation, and other restrictive covenants as the Company determines appropriate for your position, in each case to the extent enforceable under applicable law. Nothing in this Letter or in any Company policy or agreement is intended to prohibit or restrict you from reporting possible violations of law or regulation to, or otherwise communicating directly with, any governmental, regulatory, or self-regulatory authority, including the Securities and Exchange Commission, or from making other disclosures that are protected under applicable law or regulation.

9. Clawback and Recoupment

Notwithstanding anything to the contrary in this Letter or any other agreement or plan, all compensation and benefits payable or provided to you under this Letter will be subject to recoupment, recovery, cancellation or forfeiture as required by applicable law, SEC rules, applicable stock exchange listing standards, or any Company compensation recovery, clawback or similar policy as in effect from time to time.

10. Section 409A

The intent of the parties is that payments and benefits under this Letter comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and this Letter shall be interpreted and administered accordingly. To the extent required to avoid accelerated taxation and penalties under Section 409A, any payments or benefits payable upon a termination of employment will be made only upon your "separation from service" within the meaning of Section 409A. Each payment or installment payable under this Letter is intended to constitute a separate payment for purposes of Section 409A. To the extent required by Section 409A, if you are a "specified employee" on the date of your separation from service, any payments or benefits payable upon separation that constitute nonqualified deferred compensation and are not otherwise exempt from Section 409A will be delayed until the first business day following the six-month anniversary of your separation from service (or, if earlier, your death). Any reimbursement or in-kind benefit provided under this Letter that constitutes deferred compensation subject to Section 409A shall be provided in a manner consistent with Section 409A.



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11. Withholding; No Tax Gross-Up

All amounts payable under this Letter will be subject to applicable withholding and deductions. Except as expressly provided herein, the Company will not provide any tax gross-up or other reimbursement for taxes imposed on you with respect to any compensation or benefits payable under this Letter.

12. Employment Status

Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment relationship at any time, with or without Cause, and with or without prior notice, subject to the terms of this Letter.

13. Miscellaneous

This Letter constitutes the entire agreement between you and the Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations and discussions, whether oral or written, regarding such subject matter. This Letter may be amended only by a written agreement signed by you and an authorized representative of the Company. This Letter will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. This Letter may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Please indicate your acceptance of this offer and the terms of this Letter by signing below and returning a copy to the Company. We are pleased to extend this offer and look forward to your continued leadership of the Company.

Sincerely,

Douglas H. Liedberg
Senior Vice President, Chief Legal and Human Resources Officer, Corporate Secretary
Dana Incorporated

Accepted and Agreed:

Byron S. Foster

Signature: /s/ Byron S. Foster

Date: June 11, 2026



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June 11, 2026
R. Bruce McDonald

Dear Mr. McDonald:

On behalf of Dana Incorporated (the "Company"), I am pleased to offer you the position of Executive Chairman of the Company, effective as of July 1, 2026 (the "Effective Date"), on the terms and conditions set forth in this letter agreement (this "Letter").

1. Position and Duties

As Executive Chairman, you will serve as the Chairman of the Company's Board of Directors (the "Board") and will work with the Board, the Board's Lead Independent Director and the Chief Executive Officer to support the Company's strategic direction, governance, stakeholder engagement, and such other matters as may be assigned by the Board from time to time consistent with your position. Your principal place of service will be Novi, Michigan, subject to such travel as is reasonably necessary to perform your duties. During your service, you will devote such portion as the Board may reasonably require of your business time and attention to the business and affairs of the Company and its affiliates, subject to customary exceptions for personal investments, charitable and civic activities, and service on outside boards as approved in advance by the Board (or an appropriate Committee thereof).

2. Board Service

Effective as of the Effective Date, you will serve as Chairman of the Company's Board. For so long as you serve as Executive Chairman, the Company will nominate you for reelection to the Board and for continued service as Chairman, in each case subject to the fiduciary duties of the Board and the recommendation of the Nominating and Governance Committee. Upon any termination of your service for any reason, you agree to resign, effective immediately, as Chairman of the Board and from any other positions you hold with the Company or any of its affiliates, unless otherwise requested by the Board.

3. Base Salary

Beginning on the Effective Date, your annual base salary will be \$700,000 (the "Base Salary"), payable in accordance with the Company's regular payroll practices and subject to applicable withholding and deductions. Your base salary will be reviewed periodically by the Compensation Committee of the Board (the "Compensation Committee") and may be adjusted from time to time in its discretion.

4. Annual Incentive Opportunity

For each fiscal year during your service, you will be eligible to participate in the Company's annual incentive program. Your target annual incentive opportunity will equal 100% of Base Salary, and any annual incentive earned will be based on the achievement of performance goals established by the Compensation Committee and subject to the terms of the applicable plan or program. Your participation in the 2026 annual incentive program will be prorated as of the Effective Date.

5. Equity Awards

Subject to approval by the Compensation Committee, you will receive a one-time Restricted Stock Unit (RSU), award pursuant to the Dana Incorporated 2021 Omnibus Incentive Plan, with a grant date on or around July 1, 2026 and a target grant date fair value of \$5,000,000. Your RSU award will vest 50% at December 31, 2027 and 50% at December 31, 2028. In addition, the treatment of any outstanding equity awards previously granted to you as Chief Executive Officer will continue to vest subject to existing terms.



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6. Employee Benefits and Perquisites

You will be entitled to participate in the employee benefit plans, programs and arrangements generally made available to the Company's senior executives, subject to the eligibility requirements and other terms of those plans and programs as in effect from time to time. In addition, the Company shall continue to reimburse you for reasonable travel and living expenses. Nothing in this Letter shall limit the Company's ability to amend, modify or terminate any employee benefit plan, program or arrangement at any time, subject to the terms of such plan, program or arrangement and applicable law.

7. Severance and Change in Control Protections

Your rights, if any, to severance payments or benefits upon a termination of service, whether in connection with a termination by the Company without Cause, by you for Good Reason, upon the expiration of any fixed term, or in connection with a Change in Control, will be subject to the terms and conditions described in the Dana Incorporated Executive Severance Plan and the Dana Incorporated Amended and Restated Change in Control Severance Plan (the "Severance Plans"). For purposes of this Letter, "Cause," "Good Reason," and "Change in Control" will have the meanings set forth in the Severance Plans or applicable incentive plans, or if not defined there, such terms will be defined in the definitive agreements implementing these arrangements.

8. Restrictive Covenants; Company Policies

As a condition of your service and your receipt of the compensation and benefits described in this Letter, you will remain subject to the Company's applicable policies and codes of conduct, including those relating to confidentiality, protection of Company property, insider trading, hedging and pledging, stock ownership guidelines, and recoupment or clawback. You will also remain bound by, or contemporaneously enter into, such agreements regarding confidential information and intellectual property, non-competition, non-solicitation, non-disparagement, employee cooperation, and other restrictive covenants as the Company determines appropriate for your position, in each case to the extent enforceable under applicable law. Nothing in this Letter or in any Company policy or agreement is intended to prohibit or restrict you from reporting possible violations of law or regulation to, or otherwise communicating directly with, any governmental, regulatory, or self-regulatory authority, including the Securities and Exchange Commission, or from making other disclosures that are protected under applicable law or regulation.

9. Clawback and Recoupment

Notwithstanding anything to the contrary in this Letter or any other agreement or plan, all compensation and benefits payable or provided to you under this Letter will be subject to recoupment, recovery, cancellation or forfeiture as required by applicable law, SEC rules, applicable stock exchange listing standards, or any Company compensation recovery, clawback or similar policy as in effect from time to time.

10. Section 409A

The intent of the parties is that payments and benefits under this Letter comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and this Letter shall be interpreted and administered accordingly. To the extent required to avoid accelerated taxation and penalties under Section 409A, any payments or benefits payable upon a termination of employment will be made only upon your "separation from service" within the meaning of Section 409A. Each payment or installment payable under this Letter is intended to constitute a separate payment for purposes of Section 409A. To the extent required by Section 409A, if you are a "specified employee" on the date of your separation from service, any payments or benefits payable upon separation that constitute nonqualified deferred compensation and are not otherwise exempt from Section 409A will be delayed until the first business day following the six-month anniversary of your separation from service (or, if earlier, your death). Any reimbursement or in-kind benefit provided under this Letter that constitutes deferred compensation subject to Section 409A shall be provided in a manner consistent with Section 409A.



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11. Withholding; No Tax Gross-Up

All amounts payable under this Letter will be subject to applicable withholding and deductions. Except as expressly provided herein, the Company will not provide any tax gross-up or other reimbursement for taxes imposed on you with respect to any compensation or benefits payable under this Letter.

12. Employment Status

Your service under this Letter will continue for an initial term commencing on the Effective Date and ending on December 31, 2028, unless earlier terminated in accordance with the terms of this Letter, and may thereafter be renewed only by written agreement of the parties. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment relationship at any time, with or without Cause, and with or without prior notice, subject to the terms of this Letter.

13. Miscellaneous

This Letter constitutes the entire agreement between you and the Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations and discussions, whether oral or written, regarding such subject matter, including the A&R CEO Agreement between you and the Company. This Letter may be amended only by a written agreement signed by you and an authorized representative of the Company. This Letter will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. This Letter may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Please indicate your acceptance of this offer and the terms of this Letter by signing below and returning a copy to the Company. We are pleased to extend this offer and look forward to your continued leadership and service to the Company.

Sincerely,

Douglas H. Liedberg
Senior Vice President, Chief Legal and Human Resources Officer, Corporate Secretary
Dana Incorporated

Accepted and Agreed:

R. Bruce McDonald

Signature: /s/ R. Bruce McDonald

Date: June 11, 2026