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

Date of Report (date of earliest event reported): August 3, 2026

ARTERIS, INC.
(Exact name of Registrant, as specified in its charter)

Delaware	**001-40960**	**27-0117058**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

900 E. Hamilton Avenue Suite 300
Campbell, CA 95008
(Address of principal executive offices, including Zip code)

Registrant's telephone number, including area code: (408) 470-7300

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, $0.001 par value per share	AIP	The Nasdaq Stock 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 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. ☐

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

On August 3, 2026, the Board of Directors (the “Board”) of Arteris, Inc. (the “Company”) appointed Saurabh Sinha as the Company’s Chief Financial Officer, effective as of September 8, 2026 (the “Start Date”). Mr. Sinha will also serve as the Company’s principal financial officer and principal accounting officer. Prior to this appointment, Mr. Sinha had served as Aeva Technologies, Inc.’s Chief Financial Officer since September 2020. Prior to joining Aeva, Mr. Sinha was the Chief Accounting Officer of JUUL Labs from July 2018 to August 2020 and served as its interim Chief Financial Officer from January 2020 to May 2020. Prior to joining JUUL Labs, Mr. Sinha held various finance leadership roles, from March 2014 to June 2018, at InvenSense Inc., a motion sensors company. Mr. Sinha received his Bachelor of Commerce degree from the University of Delhi, India and his Master of Business Administration from The Wharton School of the University of Pennsylvania.

The Company entered into an offer letter with Mr. Sinha dated July 16, 2026 (the “Offer Letter”) which provides that, among other things, Mr. Sinha will receive an annual base salary of $440,000, and will be eligible to participate in the Company’s Management Performance Bonus Plan with a target bonus opportunity of 60% of Mr. Sinha’s annual base salary, based on the attainment of one or more pre-established performance goals.

As a material inducement for Mr. Sinha to accept the terms and conditions of the Offer Letter and enter into an employment relationship with the Company as its CFO, the Offer Letter provides for the grant to Mr. Sinha of the following two equity awards which are intended to be granted under the Company’s 2022 Employment Inducement Incentive Plan effective as of the Start Date: (1) an award of performance stock units with a target grant value of $1,000,000 and which will be eligible to vest based upon (i) the Company achieving annual trailing four (4) quarters’ publicly reported revenue of $200,000,000 or greater at any time on or before December 31, 2030, and, subsequently, (ii) the Company’s common stock achieving a closing share price of $65 or greater, calculated as an average over a trading period of fifteen (15) trading days, at any time on or before December 31, 2031, subject to Mr. Sinha’s continued service through the applicable vesting date (the “2026 PSU”), and (2) an award of Restricted Stock Units with a target grant value of $3,700,000 (the “RSU”) which will vest over four (4) years, with 25% of the shares vesting on the anniversary of the grant date, and the remaining RSUs vesting pro rata by day on the first day of each 12 consecutive quarters thereafter and aligned with fiscal quarterly vesting commencing January 1, 2028.

The Offer Letter also provides for the grant to Mr. Sinha of a performance stock unit award with a target grant value of $1,000,000 that will vest based on performance metrics established under the Company’s Long-Term Incentive Program (“LTIP”) for the performance period beginning January 1, 2027 (the “2027 PSU”). The Company intends to recommend to the Board that the 2027 PSU be granted pursuant to the Company’s 2021 equity incentive plan at the same time as the Company’s 2027 focal grants are awarded to the Company’s executive officers.

The number of shares to be subject to the 2026 and 2027 PSUs and the RSU will be determined by dividing the target grant values of $1,000,000 and $3,700,000, respectively, by the 30-day trailing average of the Company’s common stock price immediately prior to the effective date of grant.

The Offer Letter Provides that Mr. Sinha will be eligible to enter into the Company’s Form of Executive Change in Control Severance Agreement and Form of Indemnification Agreement, copies of which have been included as Exhibit 10.12 and Exhibit 10.14, respectively, to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

Mr. Sinha has no family relationship with any director or executive officer of the Company, or any person nominated or chosen by the Company to become a director or executive officer. In addition, he is not party to any transaction required to be disclosed under Item 404(a) of Regulation S-K.

The foregoing description of Mr. Sinha’s compensation arrangement with the Company is qualified in its entirety to the offer letter filed as Exhibit 10.1 to this Report, and incorporated by reference herein.

Item 7.01. Regulation FD Disclosure

On August 6, 2026, the Company issued a press release announcing the leadership change described above. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated into this Section 7.01 by reference.

The information in this Item 7.01 (including Exhibit 99.1) shall not be deemed to be "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, nor shall it be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibit is filed herewith and this list is intended to constitute the exhibit index.

Exhibit Number	Description
10.1	Offer Letter between Arteris, Inc. and Saurabh Sinha, dated July 16, 2026
99.1	Press Release dated August 6, 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, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 6, 2026

By:	/s/ K. Charles Janac
Name:	K. Charles Janac
Title:	Chief Executive Officer

PRIVATE AND CONFIDENTIAL

July 16, 2026
Revised June 19, 2026

Saurabh Sinha
[***]

Dear Saurabh:

We are pleased to present the following offer of employment with Arteris, Inc. ("**Arteris**" **or the "Company**"). This letter will summarize and confirm the details of our offer for you to join Arteris, in the position of **Chief Financial Officer,** commencing on or about **September 2, 2026** (the date you actually commence employment, the "Start Date")**,** and reporting to **Charlie Janac, CEO.** You will perform the duties and responsibilities of this position, as well as additional duties and responsibilities as Arteris assigns to you from time to time.

You will be employed by Arteris working in our **Campbell, CA,** office, or such other place as may be agreed with your manager from time to time. This is a regular full-time, salaried, exempt employee position, which does not qualify you for overtime pay. Arteris requires that, as a full-time employee, you devote your full business time, attention, skills and efforts to the tasks and duties of your position as assigned by the Company. You agree that, during the term of your employment with Arteris and unless expressly otherwise agreed in writing by your manager, HR and Legal, you will not engage in any other employment, occupation, or consulting directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company.

Here are the specific details of our offer:

Base Compensation: Your starting gross semi-monthly salary will be **$18,333.34**, equivalent to an annualized gross amount of **$440,000.00**, which will be payable according to the regular payroll practices of the Company. Future salary adjustments will be determined by the Company in its sole discretion.

Annual Management Performance Bonus: You will be eligible to participate in the Company's Annual Management Performance Bonus Plan, with a target bonus opportunity equal to **60%** of your annual base salary, subject to applicable tax withholdings and deductions (the "Performance Bonus"). The Performance Bonus is discretionary and is not guaranteed. Any Performance Bonus earned will be based on both your individual performance and the Company's achievement of applicable corporate goals and objectives, as determined by the Company. Details of the current plan goals and objectives will be communicated following your date of hire. If you are hired after the beginning of the applicable bonus plan year, any Performance Bonus for your first year of participation will be prorated based on your date of hire, subject to the terms of the plan. To be eligible to receive any Performance Bonus, you must be actively employed by the Company and in good standing on the Performance Bonus payment date.

<u>Restricted Stock Units (RSU)</u>: In connection with the commencement of your employment, Arteris will recommend that the Board of Directors grant you a **RSU Award equal to $3,700,000.00** in accordance with the Arteris' governing equity incentive plan, subject to applicable laws and Company policy.

<u>Performance Stock Units (PSU)</u>: In connection with the commencement of your employment, Arteris will recommend that the Board of Directors grant you a Performance Stock Unit ("PSU") Award with a target grant value of **$1,000,000.00**, in accordance with the Company's governing equity incentive plan, subject to applicable law and Company policy. The PSU Award will be eligible to vest only upon the achievement of the following Company performance goals, as determined by the Board of Directors (or its Compensation Committee): (i) the Company achieving annual TTM revenue of $200,000,000.00 or greater any time on or before December 31st, 2030; and subsequently (ii) the Company's common stock achieving a closing share price of $65.00 or greater average of 15-day trading period on or before December 31st, 2031. The specific terms, measurement period, certification of performance, timing of vesting, and all other conditions of the PSU Award will be set forth in the applicable PSU Award Agreement and are subject to approval by the Board of Directors.

<u>Long Term Incentive Program (LTIP)</u>: In connection with the commencement of your employment, Arteris will recommend that the Board of Directors grant you an **LTIP Award equal to $1,000,000.00** to commence January 1, 2027, in accordance with the Arteris' governing equity incentive plan, subject to applicable laws and Company policy. Current LTIP is an executive PSU program based on relative total shareholder return of Arteris compared to the Russell 2000 index.

<u>Change in Control and Severance Agreement</u>: As an Executive you shall be eligible to enter into a Change of Control and Severance Agreement entitling you to certain benefits in the event of his termination following a change of control of the Company. Attached is the Change of Control and Severance Agreement.

<u>Benefits</u>: You will be eligible to participate in all the employee benefits and benefit plans that the Company generally makes available to its full-time regular employees, subject to the terms and conditions of such benefits and benefit plans, including group health plans and a 401k Plan. Detailed information about the benefits presently available will be provided to you on your first day of employment.

Arteris reserves the right to modify job titles, salaries, and benefits from time to time as it deems necessary and in its sole discretion.

All forms of compensation referred to in this letter are subject to reduction to reflect applicable withholdings, payroll taxes and other deductions required by law.

This offer of employment is contingent upon the fulfillment of each of the following terms:

<u>Acknowledgement of Employee Handbook and Confidentiality Agreement</u>: As an Arteris employee, you are required to follow its rules and regulations. Therefore, you will be asked to acknowledge in writing that you have read the Employee Handbook at orientation, and sign and comply with the attached Proprietary Information and Inventions Agreement (the "PIIA"), which prohibits, among other things, the unauthorized use or disclosure of Arteris confidential and proprietary information. To retain necessary flexibility in the administration of its policies and procedures, Arteris reserves the right to change or revise its policies, procedures, and benefits at any time.

<u>Required Documentation</u>: To comply with the government-mandated confirmation of employment eligibility, you will be required to provide satisfactory documentary proof of your identity and right to work in the United States of America on your first day of employment. An I-9 Form and "Lists of Acceptable Documents" as approved by the United States Department of Justice for establishing identity and employment eligibility will be proved to you before your start date. Please bring the required I-9 documents with you on your first day of employment; failure to submit proof of your employment eligibility will postpone your start date or result in termination of your employment.

<u>At Will Employment</u>: Arteris is an employment-at-will company. This means that you or Arteris may terminate your employment at any time, with or without cause and with or without prior notice, and for any reason or no particular reason. Accordingly, this letter is not a contract and should not be construed as creating contractual obligations.

<u>Background</u> & References: This offer, and any employment pursuant to this offer, is conditioned upon receipt by the Company of satisfactory results from your background and reference checks. To the extent you commence employment prior to the completion of these checks, continued employment will remain contingent on satisfactory completion.

This offer letter, together with your PIIA and the Employee Handbook, forms the complete and exclusive statement of your employment with Arteris. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes to the terms of this letter require a written modification signed by an authorized employee of Arteris. Additionally, Arteris reserves the right to revoke this offer should it not receive a satisfactory reference or background check for you.

If you wish to accept employment at Arteris under the terms described above, please sign and date this letter, the Proprietary Information and Inventions Agreement (PIIA), and the Change in Control and Severance Agreement and return both by **July 23, 2026**.

We are excited that you are joining Arteris' team and feel that you have a great deal to contribute. If you have any questions, please feel free to call our Global Head of Human Resources, Jolene Bishop, or me at 408-470-7300.

Sincerely,

/s/ K. Charles Janac
K. Charles Janac
Chief Executive Officer

I understand and accept the terms of this employment offer.

/s/ Saurabh Sinha
Saurabh Sinha

07/20/2026
Date

September 2, 2026
Start Date

Enclosures: Proprietary Information and Inventions Agreement (PIIA)
Change in Control and Severance Agreement

Exhibit 99.1

ARTERIS IP

Arteris Appoints Saurabh Sinha as Chief Financial Officer

CAMPBELL, Calif., – August 6, 2026 – Arteris, Inc. (Nasdaq: AIP), a leading provider of semiconductor technology for accelerating innovation in the AI era, today announced the appointment of Saurabh Sinha as Chief Financial Officer, effective September 8, 2026. Mr. Sinha succeeds Nick Hawkins, who is retiring after seven years with the company. Mr. Hawkins will provide continued support in an advisory role to facilitate a seamless transition.

"Arteris is executing on a significant growth opportunity as AI and semiconductor innovation drive increasing demand for sophisticated data movement system IP," said K. Charles Janac, president and CEO of Arteris. "Saurabh is a seasoned public company CFO with a track record of helping technology companies scale. His experience in operational excellence, public company leadership, investor relations and capital markets will be invaluable as we execute our long-term strategy. We wholeheartedly welcome Saurabh to the Arteris management team."

Janac continued, "I want to thank Nick Hawkins for his leadership and significant contributions to Arteris during his tenure. Nick helped lead Arteris through its successful IPO and built an exceptional finance organization. We wish Nick the best in his next chapter."

"I am honored to join Arteris at such an exciting point in the company's evolution," said Saurabh Sinha. "Arteris has built an exceptional reputation as the trusted system IP partner for many of the world's leading semiconductor innovators. As AI and other advances in semiconductor architecture continue to reshape computing and emerging application opportunities, the company's technology, customer relationships and innovation-driven culture position it exceptionally well for continued growth. I'm excited to join the talented Arteris team to build on its success, generating long-term value for its customers, employees and shareholders."

Mr. Sinha brings more than 25 years of financial leadership experience across public technology companies and high-growth private technology businesses, helping organizations scale operations, strengthen governance and create long-term shareholder value. Since September 2020, he has served as Chief Financial Officer of Aeva Technologies, where he led the company's finance organization through its transition to the public markets and helped build the infrastructure to support its next phase of growth. Previously, he held senior financial leadership roles at a number of companies including InvenSense, Symmetricom, ShoreTel and JUUL.

Mr. Sinha holds a Bachelor of Commerce degree from the University of Delhi and an MBA from The Wharton School of the University of Pennsylvania.

About Arteris

Arteris is a leading provider of semiconductor technology that accelerates the creation of high-performance, power-efficient silicon with built-in safety, reliability, and security. Innovative Arteris products are designed to optimize data movement and help ease complexity in the modern AI era with network-on-chip (NoC) interconnect intellectual property (IP), system-on-chip (SoC) software for integration automation and hardware security assurance. All are used by the world's top technology companies to improve overall performance and engineering productivity, reduce risk, lower costs, and bring cutting-edge designs to market faster. Learn more at arteris.com.

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Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Securities Litigation Reform Act of 1995, as amended, including, but not limited to, statements regarding the expected contributions of Mr. Sinha as Chief Financial Officer, the planned leadership transition, Mr. Hawkins' continued service as executive advisor through February 2027, the Company's growth strategy, operational execution, market opportunities, and long-term shareholder value. The words such as "may," "will," "could," "expect," "approximately," "believe," "estimate," "future," "guidance," "outlook," and similar words or expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. These forward-looking statements are based on current expectations, estimates, and assumptions and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. These forward-looking statements are subject to known and unknown risks and uncertainties that may cause actual results to differ materially from our current expectations. Factors that could cause actual results to differ materially include, among others, the Company's ability to successfully execute its business strategy, retain and integrate key personnel, respond to changing market conditions, achieve expected operating results, and the other risks described in the Company's filings with the Securities and Exchange Commission, including its most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. Arteris undertakes no obligation to update any forward-looking statements to reflect events or circumstances after the date of this press release, except as required by law.

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