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): November 6, 2026

GOPRO, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-36514**	**77-0629474**
(State or Other Jurisdiction of Incorporation)	**(Commission File No.)**	**(I.R.S. Employer Identification No.)**

3025 Clearview Way, San Mateo, CA 94402

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (650) 332-7600

N/A

(Former Name or Former Address, if Changed Since Last Report)

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(s)**	**Name of each exchange on which registered**
Class A common stock, par value $0.0001	GPRO	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 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 1.01. Entry into a Material Definitive Agreement.

Amendment No. 1 to Agreement and Plan of Merger

On November 6, 2026, GoPro, Inc., a Delaware corporation (the "Company"), entered into Amendment No. 1 (the "Amendment") to the Agreement and Plan of Merger, dated as of September 1, 2026 (as amended, the "Merger Agreement"), by and among Action Acquisition LLC, a Delaware limited liability company ("Parent"), Starman Optical, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the Company. The Merger Agreement was previously reported on a Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission (the "SEC") on September 2, 2026. Capitalized terms used but not defined herein have the meanings ascribed to them in the Merger Agreement.

The Amendment effects the following changes to the Merger Agreement:

(a) The Amendment extends the "Outside Date" (the date by which the merger must be consummated, after which either party may terminate the Merger Agreement) from December 31, 2026 to March 31, 2027.
(b) The Amendment amends Section 2.4(a) of the Merger Agreement so that at the Effective Time, the existing certificate of incorporation of the Company (rather than a new certificate in the form previously attached as Exhibit A to the Merger Agreement) will become the certificate of incorporation of the surviving corporation, subject to Section 5.11 of the Merger Agreement.
(c) The Amendment amends Section 2.9 of the Merger Agreement to provide that if, from the date of the Amendment to the earlier of the Effective Time or termination of the Merger Agreement, the issued and outstanding shares of Common Stock or securities convertible or exchangeable into or exercisable for shares of Common Stock have been changed into a different number of shares or securities or a different class by reason of any reclassification, stock split (including a reverse stock split), stock dividend, recapitalization, merger, issuer tender offer or exchange offer, or other similar transaction, or a stock dividend with a record date within such period is declared, then the Merger Consideration and the number of shares of surviving corporation common stock into which each share of Merger Sub's common stock is converted will be equitably adjusted to provide Parent and the holders of shares of Common Stock and Company Equity Awards the same economic effect (including the same relative percentage ownership of the surviving corporation) as contemplated by the Merger Agreement prior to such event.
(d) The Amendment removes Exhibit A (Form of Certificate of Incorporation of Surviving Corporation) from the Merger Agreement in its entirety.
(e) The Amendment acknowledges and confirms that the Merger Agreement incorrectly identified Parent as "Action Acquisitions LLC" instead of "Action Acquisition LLC" as a result of a scrivener's error, and that Action Acquisition LLC has at all times been the party to and bound by the Merger Agreement as "Parent." The Amendment also acknowledges that, effective as of the date of the Merger Agreement, all references in the Merger Agreement (including the preamble and signature pages thereto) and in any exhibit, schedule, certificate or other document delivered pursuant thereto by "Action Acquisitions LLC" shall be deemed to refer to Action Acquisition LLC.
(f) The Amendment requires Parent, as promptly as practicable after execution of the Amendment, to use reasonable best efforts to obtain an amendment to the Commitment Letter to extend the termination date referenced therein to 11:59 p.m. (New York City time) on March 31, 2027.

Except as expressly amended by the Amendment, all terms of the Merger Agreement remain in full force and effect.
The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 2.1 hereto and incorporated herein by reference.

Additional Information and Where to Find It

This communication may be deemed to be solicitation material in respect of the proposed transaction involving GoPro and Parent. In connection with the proposed transaction, GoPro filed a preliminary proxy statement with the SEC on October 19, 2026 and intends to file with the SEC and furnish to stockholders a definitive proxy statement. This communication is not a substitute for the proxy statement or any other document that GoPro may file with the SEC or send to its stockholders in connection with the proposed transaction. INVESTORS AND STOCKHOLDERS OF GOPRO ARE URGED TO READ THE PROXY STATEMENT AND OTHER RELEVANT MATERIALS WHEN THEY BECOME AVAILABLE BEFORE MAKING ANY VOTING DECISION WITH RESPECT TO THE PROPOSED TRANSACTION BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT GOPRO AND THE PROPOSED TRANSACTION. The materials to be filed by GoPro will be made available to GoPro's investors and stockholders at no expense to them and copies may be obtained free of charge on GoPro's website at investor.gopro.com. In addition, all of those materials will be available at no charge on the SEC's website at www.sec.gov.

GoPro and its directors, executive officers, other members of its management and employees may be deemed to be participants in the solicitation of proxies of GoPro stockholders in connection with the proposed transaction under SEC rules. Investors and stockholders may obtain more detailed information regarding the names, affiliations and interests of GoPro's executive officers and directors in the solicitation by reading GoPro's proxy statement for its 2026 annual meeting of stockholders, the Annual Report on Form 10-K/A for the fiscal year ended December 31, 2025 filed on October 19, 2026 and the subsequent Quarterly Reports on Form 10-Q, and the proxy statement and other relevant materials that will be filed with the SEC in connection with the proposed transaction when they become available. Information concerning the interests of GoPro's participants in the solicitation, which may, in some cases, be different than those of GoPro's stockholders generally, will be set forth in the proxy statement relating to the proposed transaction when it becomes available.

Forward-Looking Statements

This Current Report on Form 8-K may contain forward-looking statements including, among other things, statements regarding the potential benefits of the proposed transaction; the prospective performance and outlook of GoPro's business, performance and opportunities; the ability of the parties to complete the proposed transaction and the expected timing of completion of the proposed transaction; as well as any assumptions underlying any of the foregoing. The words "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," and similar expressions are intended to identify forward-looking statements. These forward-looking statements are subject to risks, uncertainties, and assumptions. If the risks materialize or assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. Risks include, but are not limited to: (i) the ability to obtain the requisite approval from stockholders of GoPro; (ii) the risk that the proposed transaction may not be completed in a timely manner or at all including as a result of Parent's failure to obtain the necessary financing or to extend the termination date of its financing commitment; (iii) the possibility that competing offers or acquisition proposals for GoPro will be made; (iv) the possibility that any or all of the various conditions to the consummation of the proposed transaction may not be satisfied or waived, including the failure to receive any required regulatory approvals from any applicable governmental entities; (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement, including in circumstances that would require GoPro to pay a termination fee or other expenses; (vi) the effect of the pendency of the proposed transaction on GoPro's ability to retain and hire key personnel, its ability to maintain relationships with its customers, suppliers and others with whom it does business, its business generally or its stock price; (vii) risks related to diverting management's attention from GoPro's ongoing business operations or the loss of one or more members of the management team; (viii) the risk that stockholder demands and stockholder litigation in connection with the proposed transaction may result in significant costs of defense, indemnification and liability, and may delay or prevent completion of the proposed transaction; (ix) changes in general economic, competitive, technological and/or industry-specific conditions affecting the businesses and industries in which GoPro operates; (x) actions by third parties, including government agencies; (xi) uncertainty regarding the expected financial performance of the combined company following completion of the proposed transaction; (xii) failure to realize the anticipated benefits of the proposed transaction within the expected time frame or at all, including as a result of a delay in completing the proposed transaction or integrating the businesses; (xiii) the ability of the combined company to implement its business strategy; and (xiv) other risk factors detailed from time to time in GoPro's reports filed with the SEC, and amendments thereto, including GoPro's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other documents filed with the SEC, including documents that will be filed with the SEC in connection with the proposed transaction. The foregoing list of important factors is not exclusive. Any forward-looking statements speak only as of the date of this communication. GoPro does not undertake, and expressly disclaims, any obligation to update any forward-looking statements, whether as a result of new information or

developments, future events or otherwise, except as required by law. Readers are cautioned not to place undue reliance on any of these forward-looking statements.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
2.1	Amendment No. 1 to the Agreement and Plan of Merger, dated November 6, 2026, by and among Action Acquisition LLC, Starman Optical, Inc. and GoPro, Inc.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURE

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.

GoPro, Inc.
(Registrant)

Dated: November 12, 2026

By: /s/ Jason C. Stephen
Jason C. Stephen
Senior Vice President, General Counsel and Secretary

AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER (this "***Amendment***") is made and entered into as of November 6, 2026, by and between Action Acquisition LLC, a Delaware limited liability company ("***Parent***"), Starman Optical, Inc., a Delaware corporation and a direct, wholly owned subsidiary of Parent ("***Merger Sub***"), and GoPro, Inc., a Delaware corporation (the "***Company***" and, collectively with Parent and Merger Sub, the "***Parties***"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined herein).

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement and Plan of Merger, dated as of September 1, 2026 (the "***Merger Agreement***").

WHEREAS, the Parties desire to amend the Merger Agreement for the limited purposes set forth herein;

WHEREAS, pursuant to Section 8.2 of the Merger Agreement, the Merger Agreement may be amended or modified only with a written agreement, executed and delivered by duly authorized officers of the respective Parties; and

WHEREAS, the Merger Agreement incorrectly identified Parent as "Action Acquisitions LLC" and the Parties desire to confirm that the correct legal entity name of Parent is Action Acquisition LLC;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, and intending to be legally bound, the Parties hereby agree as follows:

1. **Amendment to Section 2.4(a)**. Section 2.4(a) of the Merger Agreement is hereby amended and restated in its entirety with the following language:

> "(a) Certificate of Incorporation of the Surviving Corporation. At the Effective Time, by virtue of the Merger and without the necessity of further action by the Company or any other Person, the certificate of incorporation of the Company (the "***Charter***") shall become the certificate of incorporation of the Surviving Corporation until thereafter amended, restated or amended and restated as provided therein or permitted by applicable Law, in each case consistent with the obligations set forth in Section 5.11."

2. **Amendment to Section 2.9**. Section 2.9 of the Merger Agreement is hereby amended and restated in its entirety with the following language:

> "2.9 Adjustments. Notwithstanding anything to the contrary set forth in this Agreement, if, from the date hereof to the earlier of the Effective Time and termination in accordance with Article VII, the issued and outstanding shares of Common Stock or securities convertible or exchangeable into or exercisable for shares of Common Stock shall have been changed into a different number of shares or securities or a different class by reason of any reclassification, stock

split (including a reverse stock split), stock dividend, recapitalization, merger, issuer tender offer or exchange offer, or other similar transaction, or a stock dividend with a record date within such period shall have been declared, then the Merger Consideration and the number of shares of Surviving Corporation Common Stock into which each share of Merger Sub's common stock shall be converted pursuant to Section 2.6(a) shall be equitably adjusted to provide Parent and the holders of shares of Common Stock and Company Equity Awards the same economic effect (including the same relative percentage ownership of the Surviving Corporation) as contemplated by this Agreement prior to such event, and the Merger Consideration as so adjusted shall, from and after the date of such event, be the Merger Consideration; provided that nothing in this Section 2.9 shall be construed to permit the Company to take any action except to the extent consistent with, and not otherwise prohibited or restricted by, the terms of this Agreement.

3. **Amendment to Section 7.1(b)(i)**. Section 7.1(b)(i) of the Merger Agreement is hereby amended and restated in its entirety with the following language:

"(i) the Merger shall not have been consummated by 11:59 p.m. on March 31, 2027 (the "***Outside Date***"); provided that (x) the Outside Date may be further extended by mutual written consent of Parent and the Company and (y) the right to terminate this Agreement pursuant to this Section 7.1(b)(i) will not be available to any Party whose breach of this Agreement has proximately caused or resulted in the failure of the Closing to occur prior to such date;"

4. **Removal of Exhibit A**. Exhibit A to the Merger Agreement is hereby removed in its entirety.

5. **Acknowledgement Regarding Parent**. The Parties acknowledge and agree that (a) the Merger Agreement incorrectly identified Parent as "Action Acquisitions LLC" instead of Action Acquisition LLC as a result of a scrivener's error; (b) Action Acquisition LLC, a Delaware limited liability company, is the entity that executed and delivered the Merger Agreement, has at all times since the date of the Merger Agreement been the party to and bound by the Merger Agreement as "Parent"; (c) effective as of the date of the Merger Agreement, all references in the Merger Agreement (including the preamble and signature pages thereto) and in any exhibit, schedule, certificate or other document delivered pursuant thereto by "Action Acquisitions LLC" shall be deemed to refer to Action Acquisition LLC; and (d) such misidentification shall not affect the validity, binding effect or enforceability of the Merger Agreement.

6. **Amendment of the Commitment Letter**. As promptly as practicable after the execution of this Amendment, Parent will use reasonable best efforts to obtain an amendment of the Commitment Letter in form and substance reasonably satisfactory to the Company which amendment will amend and restate clause (c) of Section 3 thereof with the following language: "(c) 11 :59 p.m. (New York City time) on March 31, 2027, if the closing of the Transaction has not occurred by such time".

7. **Miscellaneous**.

a. Reference to and Effect on Merger Agreement. Except as expressly amended by this Amendment, the Merger Agreement is in all respects ratified and confirmed, and all of the terms thereof

shall remain in full force and effect. On and after the date hereof, each reference in the Merger Agreement to "this Agreement," "hereof," "herein," "hereto," "herewith," "hereunder," and any other words of similar import shall, unless otherwise stated, be construed to refer to the Merger Agreement as amended by this Amendment. Except as expressly modified by this Amendment, all terms of the Merger Agreement shall remain in full force and effect, unmodified in any way. This Amendment shall be deemed to form an integral part of the Merger Agreement. In the event of any inconsistency or conflict between the provisions of the Merger Agreement and this Amendment, the provisions of this Amendment will prevail and govern.

b. Other Provisions. Article VIII (Miscellaneous and General) of the Merger Agreement is hereby incorporated by reference and shall apply, *mutatis mutandis*, to this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

GOPRO, INC.

By: /s/ Jason Stephen
Name: Jason Stephen
Title: SVP, General Counsel

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

ACTION ACQUISITION LLC

By: /s/ Charlie Tebele
Name: Charlie Tebele
Title: Manager

STARMAN OPTICAL, INC.

By: /s/ Charlie Tebele
Name: Charlie Tebele
Title: Director

[Signature Page to Amendment No. 1 to Agreement and Plan of Merger]