

**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): July 1, 2026

**BEL FUSE INC.**  
(Exact Name of Registrant as Specified in its Charter)

New Jersey  
(State or other jurisdiction of incorporation)

000-11676  
(Commission File Number)

22-1463699  
(I.R.S. Employer Identification No.)

300 Executive Drive, Suite 300, West Orange, New Jersey  
(Address of principal executive offices)

07052  
(Zip Code)

Registrant's telephone number, including area code: (201) 432-0463

Not Applicable  
(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 (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:

<i>Title of Each Class</i>	<i>Trading Symbol</i>	<i>Name of Exchange on Which Registered</i>
Class A Common Stock (\$0.10 par value)	BELFA	Nasdaq Global Select Market
Class B Common Stock (\$0.10 par value)	BELFB	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.

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

On July 1, 2026, the compensation committee (the “Committee”) of the Board of Directors of Bel Fuse, Inc. (the “Company”) authorized and approved the First Amendment (the “Tuweiq First Amendment”) to the Amended and Restated Employment Agreement by and between the Company and Farouq Tuweiq, the Company’s President and Chief Executive Officer (the “Tuweiq Employment Agreement”) and the First Amendment (the “Hutkin First Amendment”) to the Employment Agreement by and between the Company and Lynn Hutkin, the Company’s Chief Financial Officer and Principal Accounting Officer (the “Hutkin Employment Agreement”). These amendments to each respective employment agreement were executed on July 2, 2026 and were effective as of June 1, 2026.

The changes to the Tuweiq Employment Agreement resulting from the Tuweiq First Amendment are to:

- increase his base salary from \$600,000 to \$725,000;
- increase his target annual variable compensation from \$1,600,000 to \$2,100,000, and change the allocation of his variable compensation from 50% cash and 50% in the form of time-based restricted stock units (“RSUs”) to 40% cash and 60% RSUs; and
- increase his annual Long-Term Performance Award (as defined in the Tuweiq Employment Agreement) from \$1,200,000 to \$1,875,000.

The changes to the Hutkin Employment Agreement resulting from the Hutkin First Amendment are to:

- increase her base salary from \$300,000 to \$400,000;
- increase her annual variable compensation percentage from 125% to 150% of base salary, and change the allocation of her variable compensation from 60% cash and 40% in the form of RSUs to 55% cash and 45% RSUs; and
- increase the percentage of her annual Long-Term Performance Award (as defined in the Hutkin Employment Agreement) from 75% to 100% of base salary.

The foregoing descriptions of the Tuweiq First Amendment and the Hutkin First Amendment are summaries only and are qualified in their entirety by reference to the full text of the Tuweiq First Amendment and the Hutkin First Amendment, respectively, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">First Amendment, dated as of July 2, 2026, to the Amended and Restated Employment Agreement by and between Bel Fuse Inc. and Farouq Tuweiq.</a>
10.2	<a href="#">First Amendment, dated as of July 2, 2026, to the Employment Agreement by and between Bel Fuse Inc. and Lynn Hutkin.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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: July 2, 2026

BEL FUSE INC.  
(Registrant)

By: /s/ Farouq Tuweiq  
Farouq Tuweiq  
President and Chief Executive Officer

**FIRST AMENDMENT TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

FIRST AMENDMENT, dated as of July 2, 2026 (the "Amendment"), to the Amended and Restated Employment Agreement (the "Employment Agreement") dated as of February 3, 2025 by and between Farouq Tuweiq ("Executive") and Bel Fuse, Inc., a New Jersey corporation (the "Company").

WHEREAS, the Company and Executive desire to memorialize certain changes to the compensation terms of the Employment Agreement approved by the Compensation Committee of the Board of Directors of the Company which are effective as of June 1, 2026;

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Base Salary. Effective as of June 1, 2026, the Base Salary amount set forth in Section 4.1 of the Employment Agreement shall be \$725,000.
2. Annual Variable Compensation. Effective as of June 1, 2026, (i) the target annual variable compensation amount set forth in Section 4.2 of the Employment Agreement shall be \$2,100,000, and (ii) the allocation of any such variable compensation amount shall be 40% cash and 60% in the form of time-based restricted stock units.
3. Long-Term Performance Awards. Effective as of June 1, 2026, the annual Long-Term Performance Award amount set forth in Section 4.3 of the Employment Agreement shall be \$1,875,000.
4. Entire Agreement. This Amendment, together with the Employment Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof.
5. Governing Law. This Amendment shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles to the same extent as set forth in Section 12 of the Employment Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first indicated above. This Amendment may be executed in counterparts (including via facsimile and electronic image scan (pdf) or DocuSign), and each such counterpart shall be an original and all shall together constitute but one and the same Amendment.

**BEL FUSE, INC.**

By: /s/ Lynn Hutkin

Name: Lynn Hutkin

Title: Chief Financial Officer

**EXECUTIVE:**

/s/ Farouq Tuweiq

Farouq Tuweiq

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

FIRST AMENDMENT, dated as of July 2, 2026 (the "Amendment"), to the Employment Agreement (the "Employment Agreement") dated as of May 20, 2025 by and between Lynn Hutkin ("Executive") and Bel Fuse, Inc., a New Jersey corporation (the "Company").

WHEREAS, the Company and Executive desire to memorialize certain changes to the compensation terms of the Employment Agreement approved by the Compensation Committee of the Board of Directors of the Company which are effective as of June 1, 2026;

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Base Salary. Effective as of June 1, 2026, the Base Salary amount set forth in Exhibit A of the Employment Agreement ("Exhibit A") shall be \$400,000.
2. Annual Variable Compensation. Effective as of June 1, 2026:
  - a. the Annual Variable Compensation percentage set forth in Exhibit A shall be 150%; and
  - b. the allocation of any variable compensation amount awarded pursuant to Section 4.2 of the Employment Agreement shall be 55% cash and 45% in the form of time-based restricted stock units.
3. Long-Term Performance Awards. Effective as of June 1, 2026, the Long-Term Performance Award percentage set forth in Exhibit A shall be 100%.
4. Entire Agreement. This Amendment, together with the Employment Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof.
5. Governing Law. This Amendment shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles to the same extent as set forth in Section 12 of the Employment Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first indicated above. This Amendment may be executed in counterparts (including via facsimile and electronic image scan (pdf) or DocuSign), and each such counterpart shall be an original and all shall together constitute but one and the same Amendment.

**BEL FUSE, INC.**

By: /s/ Farouq Tuweiq

Name: Farouq Tuweiq

Title: Chief Executive Officer

**EXECUTIVE:**

/s/ Lynn Hutkin

Lynn Hutkin