
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 6-K

**Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934**

For the month of March 2026

Commission File Number: 001-41327

GOGORO INC.

**11F, Building C,
No. 225, Section 2, Chang'an E. Rd.
SongShan District, Taipei City 105
Taiwan
(Address of principal executive offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F. Form 20-F Form 40-F

Explanatory Note

Second Supplemental Agreement to the Syndicated Credit Facility Agreement

On March 4, 2026, Gogoro Inc. (“Gogoro,” “the Company” or “We”) (Nasdaq: GGR), a global technology leader in battery swapping ecosystems that enable sustainable mobility solutions for cities, today announced execution of an amendment (“Amendment”) to the syndicated credit facility agreement (“Loan Facility”) with Mega International Commercial Bank Co., Ltd. (“Mega”), as the mandated lead arranger, and the other lenders (collectively, the “Lenders”). The Loan Facility was entered into by and between Gogoro Network, Taiwan Branch (“Borrower”), a branch office of Gogoro Network, which is a wholly owned subsidiary of Gogoro and Gogoro in its capacity as guarantor, and the Lenders on September 28, 2022, for a 5-year term loan in an amount of NT\$10,700,000,000 (~US\$345 million); the outstanding principal amount as of December 31, 2025, was NT\$8,334 million (~US\$265 million).

To provide more flexibility for the Company’s operations and reduce uncertainties relating to the Loan Facility, the Amendment removed and relaxed certain undertakings and financial covenants provided by the Borrower under the Loan Facility and modified the Borrower’s obligations to provide financial and other information to the Lenders, among others. Upon execution of the Amendment, Mr. Yin Chung Yao, a director of the Company, provided the undertaking (as previously announced by the Company on September 16, 2025) to the Lenders pursuant to which Mr. Yin committed to procuring equity investments in the Company with an aggregate investment amount of NT\$2,500 million by December 31, 2026, and the Company provided a separate undertaking to confirm that no less than NT\$1,500 million of such equity investment amount will be injected into the Borrower.

Incorporation by Reference

Exhibit 10.1 to this Form 6-K shall be deemed to be filed with the Securities and Exchange Commission and incorporated by reference into the Company’s registration statements on Form F-3 (File Nos. 333-264619 and 333-281734), and shall be a part thereof, to the extent not superseded by documents or reports subsequently filed or furnished.

EXHIBITS INDEX

Exhibit Number	Exhibit Title
10.1	<u>Second Supplemental Agreement to the Syndicated Credit Facility Agreement, dated March 6, 2026</u>

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, thereunto duly authorized.

Date: March 6, 2026

Gogoro Inc.

/s/ Bruce Morrison Aitken

Bruce Morrison Aitken

Chief Financial Officer

Gogoro Announces Amendment to Loan Facility

*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and is the type the registrant treats as private or confidential. Such omitted information is indicated by brackets (“[Redacted]”) in this exhibit. ***

**Gogoro Network (Cayman), Taiwan Branch NT\$10,700,000,000 Syndicated
Loan Facility**

**Second Supplemental
Agreement to the Syndicated
Credit Facility Agreement**

KPMG Law Firm 61F., No. 7, Sec. 5, Xinyi Road, Taipei City, Taiwan

Second Supplemental Agreement to the Syndicated Credit Facility Agreement

This Second Supplemental Agreement to the Syndicated Credit Facility Agreement (hereinafter this "Second Supplemental Agreement") is entered into on this 4th day of March, 2026, by and among the following parties:

- (I) Gogoro Network (Cayman), Taiwan Branch, incorporated in accordance with the laws of the Republic of China (Taiwan), with its principal business address at No. 33, Dinghu Road, Dahua Village, Guishan District, Taoyuan City (hereinafter the "Borrower");
- (II) Gogoro Inc., a company organized and incorporated in accordance with the laws of the Cayman Islands, with its registered office at 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (hereinafter the "Guarantor");
- (III) Mega International Commercial Bank Co., Ltd., acting as the agent for the management of credit facility procedures and various security interests under this Agreement (referred to in such capacity as the "Agent"); and
- (IV) Mega International Commercial Bank Co., Ltd., Agricultural Bank of Taiwan Co., Ltd., Bank of Taiwan Co., Ltd., First Commercial Bank Co., Ltd., Taiwan Cooperative Bank Ltd., EnTie Commercial Bank, Chang Hwa Commercial Bank, Ltd., Taiwan Business Bank, Ltd., Taipei Fubon Commercial Bank Co., Ltd. and Taishin International Bank Co., Ltd., (hereinafter individually a "Syndicated Bank", or collectively the "Banking Syndicate").

WHEREAS, the Borrower asked Gogoro Inc. to act as Guarantor, in order to repay the outstanding amount of the 2019 Syndicated Loan, purchase electric vehicle batteries, and replenish working capital, and executed a NT\$10,700,000,000 Syndicated Credit Facility Agreement with the Banking Syndicate on September 28, 2022 (the "Original Agreement"). Subsequently, the First Supplemental Agreement was signed on December 31, 2024 (the "First Supplemental Agreement"). The Original Agreement, the First Supplemental Agreement, and this Second Supplemental Agreement are collectively referred to as the "Facility Agreement" or this "Syndicated Facility."

WHEREAS, The Borrower has applied to the Agent Bank for amendments to the credit terms. Upon obtaining the written consent of the Banking Syndicate pursuant to the Original Agreement, the parties agree to enter into this Second Supplemental Agreement, with the Agent Bank signing for and on behalf of the Banking Syndicate.

Therefore, the parties have agreed to the below terms and conditions:

Article 1 Definitions

Unless otherwise expressly provided in this Second Supplemental Agreement, the terms, terminology, definitions, and interpretations set forth in the Original Agreement shall apply to this Second Supplemental Agreement.

Article 2: Deletion of [Redacted] Covenant

The parties hereby agree that, effective as of the execution date of this Second Supplemental Agreement, the undertaking regarding [Redacted] the Original Agreement, shall be deleted.

Article 3: Financial Covenants

The parties hereby agree to amend the first and second sub-paragraphs of Article 8, paragraph 3 of the Original Agreement regarding financial ratios as follows:

" The Guarantor undertakes to maintain the following financial ratios and requirements during the Period of Existence of this Agreement:

- (1) Liquidity ratio [liquid asset / liquid debt]: [Redacted].
- (2) Debt ratio [(total debt – leasing debt) / shareholder equity]: The debt ratio shall apply based on the earnings before tax (EBT): Where the Guarantor's EBT [Redacted], the debt ratio shall be [Redacted]; where the Guarantor's EBT [Redacted], the debt ratio shall be [Redacted].

The forgoing financial ratios and benchmarks shall be reviewed every half a year starting from the date of the 2025 annual consolidated financial report (i.e. every May 31 or September 30, hereinafter the "Review Date"). However, starting from the 2026 annual consolidated financial report (i.e. the 2026 annual consolidated financial report and the 2027 second-quarter consolidated financial report), the review of the above financial ratios and standards shall cease."

Except as otherwise provided in this Second Supplemental Agreement, all other unamended provisions of Article 8, paragraph 3 of the Original Agreement, shall remain in full force and effect.

Article 4: [Redacted] of the Guarantor

The parties hereby agree that, [Redacted], the provisions in the Original Agreement requiring the Guarantor to [Redacted] shall cease to apply. For the purposes of [Redacted]; and other relevant provisions regarding [Redacted] such requirements shall be replaced by the provision [Redacted]. The format in Appendix 1 of this Second Supplemental Agreement shall replace the Declaration in [Redacted] of the Original Agreement.

Article 5: Capital Increase and Shareholding Undertakings

- 1 To support this Syndicated Facility, the Borrower, the Borrower's Parent, and the Guarantor shall procure that the [Redacted] re-issues a Letter of Undertaking (in the formats set forth in Appendix 2-1 and 2-2) on or before the execution date of this Second Supplemental Agreement, undertaking to maintain an aggregate shareholding in the Guarantor not lower than their current holdings [Redacted]. In the event of any change in the Guarantor's shares due to a merger or reverse split, such the holdings shall be

adjusted accordingly and proportionally (any fractional shares resulting from such adjustment shall be disregarded).

- 2 To support this Syndicated Facility, the Borrower, the Borrower's Parent, and the Guarantor shall procure that Mr. Yin Chung-Yao issues a Letter of Undertaking (in the format set forth format Appendix 3) on or before the execution date this Second Supplemental Agreement, undertaking to arrange for and ensure that natural and/or legal persons to complete a cash capital increase in the aggregate amount equivalent to NT\$2,500,000,000 in the Guarantor by December 31, 2026.
- 3 To support this Syndicated Facility, the Guarantor shall issue a Letter of Undertaking (in the format set forth Appendix 4) within one month after the execution of this Second Supplemental Agreement, undertaking to complete a cash capital increase in an amount not less than the equivalent of NT\$1,500,000,000 in the Borrower's Parent by the end of 2026.

Article 6: Notice of Major Events

The parties hereby agree to amend the provisions and application of Article 8, paragraph 19, subparagraph (1) of the Original Agreement. While the Guarantor remains listed on Nasdaq, the original provisions shall apply; however, [Redacted], the following provisions shall apply:

"(1) The Borrower, the Borrower's Parent, or the Guarantor resolves to or intends to engage in any material investment plan (including long-term equity investment) or any disposal, sale, transfer, or lease of material assets, the amount of a single transaction exceeds NT\$300,000,000 or its equivalent in other currencies;"

Article 7: Events of Breach

The parties hereby agree to add the following Event of Breach to Article 9, paragraph 1 of the Original Agreement:

"(18) Any breach, invalidity, or unenforceability of any undertaking or letter of undertaking, or other written instruments issued by [Redacted], Mr. Yin Chung-Yao, or any other party as required pursuant to the Facility Agreement (including all supplemental agreements)."

Article 8: Representations, Warranties, and Undertakings

Except as otherwise provided in this Second Supplemental Agreement, the Borrower, the Borrower's Parent, and the Guarantor hereby agree to continue to make the same representations warranties, and undertakings as set forth in Articles 7 and 8 and other relevant provisions of the Original Agreement.

Article 9: Continuing Guarantee

The Guarantor hereby agrees to continue providing a guarantee for all debts of the Borrower under the Facility Agreement pursuant to Article 6 and other relevant provisions of the Original Agreement, assuming joint and several liability for full repayment to the Banking Syndicate.

Article 10: Effective Date and Entirety

This Second Supplemental Agreement shall be effective from the date of signing be effective as of its execution date and shall be deemed an integral part of the Facility Agreement. Except as otherwise provided herein, all provisions of the Original Agreement, the First Supplemental

Agreement, and the appendices thereto shall remain in full force and effect and be binding on all parties to the Facility Agreement. In the event of any inconsistency or conflict between the Original Agreement (including the First Supplemental Agreement) and this Second Supplemental Agreement, the terms of this Second Supplemental Agreement shall prevail.

Article 11: Authorization to Sign

For the purposes of this Second Supplemental Agreement and pursuant to Article 12, paragraph 2 of the Original Agreement, the Agent Bank is authorized to execute this Second Supplemental Agreement for and on behalf of all Syndicate Banks and to handle all related matters. This Second Supplemental Agreement shall be binding upon and inure to the benefit of all Banking Syndicate.

Article 12: Counterparts

This Second Supplemental Agreement is executed in thirteen (13) originals, with one copy to be held by each of the Borrower, the Guarantor, the Agent Bank, and each of the Banking Syndicate; several duplicate copies may also be prepared.

Article 13: Language

This Second Supplemental Agreement is executed in the Chinese version, which shall be the prevailing version for all purpose of interpretation. Any English translation hereof, if any, is provided for reference only.

The Parties hereby declare that they have reviewed all the terms and conditions herein within a reasonable period. This Second Supplemental Agreement is signed by their respective duly authorized officers or representatives as of the date first above written.

Borrower:

Gogoro Energy Network (Cayman), Taiwan Branch

Representative: Chiang, Chia-Wei

/s/ Chiang, Chia-Wei

Chiang, Chia-Wei

Representative

Gogoro Network

Representative: Director Tamon Tseng

/s/ Tamon Tseng

Tamon Tseng

Director

Guarantor:

Gogoro Inc.

Representative: Chair Tamon Tseng

/s/ Tamon Tseng
Tamon Tseng
Chair

Arranger, Agent and Syndicated Bank:
Mega International Commercial Bank Co., Ltd.
Authorized Signatory:

/s/ Mega
International
Commercial Bank
Co., Ltd.
Mega
International
Commercial Bank
Co., Ltd.
Authorized
Representative

Date: March 4th, 2026