UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K/A

This Amendment No. 1 on Form 6-K/A amends our original submission on Form 6-K filed on 15th October 2026 to correct an incorrect attachment in Exhibit 10.1 "Limited Waiver Agreement"

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of October 2026

Commission File Number: 001-41576

ECARX Holdings Inc.

(Translation of registrant's name into English)

Second Floor North
International House
1 St. Katharine's Way
London E1W 1UN
United Kingdom
(Address of principal executive office)

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 ☐

INFORMATION CONTAINED IN THIS REPORT ON FORM 6-K/A

This current report on Form 6-K/A, including the exhibits hereto, is incorporated by reference into the post-effective amendment No. 2 to the registration statement on Form F-1 on Form F-3 (File No. 333-271861) and registration statement on Form F-3 (File No. 333-288811) and shall be a part of such registration statements from the date on which this current report is furnished, to the extent not superseded by documents or reports subsequently filed or furnished.

EXHIBIT INDEX

Exhibit No.	Description
99.1	ECARX Terminates US$100 Million of Convertible Note Optionality to Reduce Potential Dilution and Optimize Capital Structure
10.1	Limited Waiver Agreement

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.

ECARX Holdings Inc.

By		/s/Dylan D. Jeng
Name	:	Dylan D. Jeng
Title	:	Chief Financial Officer

Date: 15th October, 2026

LIMITED WAIVER AGREEMENT

This Limited Waiver Agreement (the "**Agreement**"), dated as of October 14, 2026, is entered into by and between ECARX Holdings Inc., an exempted company incorporated under the laws of the Cayman Islands with offices located at International House, 1 St. Katharine's Way, London E1W 1UN, United Kingdom (the "**Company**") and the investor identified on the signature pages hereto (the "**Investor**"). Any term not defined herein shall have the meaning as set forth in the Securities Purchase Agreement (as defined below).

WHEREAS, prior to the date hereof, the Company and the Investor have entered into that certain Securities Purchase Agreement, dated October 30, 2025 (the "**Securities Purchase Agreement**"), pursuant to which, among other things, the Company (a) issued certain senior convertible notes of the Company to the Investor and (b) agreed to issue to the Investor, in one or more closings, certain additional senior convertible notes of the Company (each, an "**Additional Note**", and collectively, the "**Additional Notes**");

WHEREAS, the Company desires that, among other things, the Investor waive irrevocably and in its entirety, Section 1(b)(ii) of the Securities Purchase Agreement such that each Additional Closing Expiration Date (including the First Tranche Additional Closing Expiration Date and the Second Tranche Additional Closing Expiration Date) shall be deemed to have occurred on the Effective Date (as defined below) and to waive irrevocably all rights of the Investor to deliver any Additional Closing Notice and to purchase, or to require the Company to issue and sell, any Additional Notes at any Additional Closing (the "**Limited Waiver**"); and

WHEREAS, as consideration for the Investor granting the Limited Waiver, the Company desires to pay the Investor an aggregate of $10,000,000, in U.S. dollars and immediately available funds (the "**Waiver Consideration**"), in accordance with the terms hereof, against the Investor's due execution and delivery of this Agreement and the grant of the Limited Waiver (such payment being expressly conditioned upon such execution, delivery and grant), by wire transfer in accordance with the wire instructions set forth on Schedule I attached hereto (the "**Wire Instructions**").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the Company and the Investor agree as follows:

A G R E E M E N T

1. Effective Date. Effective as of the later of (a) the date of the due execution and delivery of this Agreement by the parties hereto and (b) the date the Company shall have paid the Waiver Consideration to the Investor in accordance with the Wire Instructions and the Legal Fee Amount (as defined below) to Kelley Drye & Warren, LLP (the "**Effective Date**"), it being understood and agreed that payment of the Waiver Consideration and Legal Fee Amount shall be made within 14 calendar days after the date of this Agreement.

2. Limited Waiver.

2.1 Irrevocable Waiver. Effective as of the Effective Date, the Investor hereby unconditionally, irrevocably, absolutely and permanently grants the Limited Waiver. Each Additional Closing Expiration Date shall be deemed to have occurred on the Effective Date.

2.2 No Revival. The Limited Waiver is not, and shall not be capable of being, revoked, withdrawn, rescinded, revived or reinstated for any reason whatsoever, whether by the Investor or otherwise, including by reason of the occurrence or continuance of any Event of Default as defined under any Note.

3. Limitation of Waiver. The Limited Waiver set forth herein constitutes an irrevocable waiver and is limited to the matters expressly waived herein and should not be construed as an indication that the Investor would be willing to agree to any future modifications to, consent of, or waiver of any other terms of any other agreement, instrument or security or any modifications to, consents of, or waiver of any default that may exist or occur thereunder.

4. Ratifications. Except as otherwise expressly provided herein or agreed between the Company and the Investor, each of the Transaction Documents is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects.

5. Fees and Expenses. The Company shall reimburse Kelley Drye & Warren, LLP (counsel to the Investor) an aggregate non-accountable amount of $10,000 (the "**Legal Fee Amount**") for fees, costs and expenses incurred by it in connection with drafting and negotiation of this Agreement in accordance with the Wire Instructions. Except as provided in the preceding sentence, each party to this Agreement shall bear its own expenses in connection with the structuring, documentation, negotiation and closing of the transactions contemplated hereby.

6. Miscellaneous.

6.1 Disclosure of Limited Waiver. The Company shall, on or before 9:30 a.m., New York City Time, on or prior to the fourth (4th) Business Day after the date of this Agreement, file a Report of Foreign Issuer on Form 6-K describing the terms of the transactions contemplated hereby in the form required by the 1934 Act and attaching this Agreement as an exhibit to such filing (including all attachments, the "**6-K Filing**"). From and after the filing of the 6-K Filing, the Company shall have disclosed all material, non-public information (if any) provided up to such time to the Investor by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents. In addition, effective upon the filing of the 6-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement with respect to the transactions contemplated by this Agreement or as otherwise disclosed in the 6-K Filing, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and any of the Investor or any of their affiliates, on the other hand, shall terminate. Neither the Company, its Subsidiaries nor the Investor shall issue any press releases or any other public statements with respect to this Agreement; provided, that the Company shall be entitled, without the prior approval of the Investor, to make a press release or other public disclosure with respect to this Agreement (i) in substantial conformity with the 6-K Filing and contemporaneously therewith or (ii) as is required by applicable law and regulations (provided that in the case of clause (i) the Investor shall be consulted by the Company in connection with any such press release or other public disclosure prior to its release to the extent the Investor is named in such press release or disclosure). Without the prior written consent of the Investor (which may be granted or withheld in the Investor's sole discretion), except as required by applicable law, the Company shall not (and shall cause each of its Subsidiaries and affiliates to not) disclose the name of the Investor in any filing, announcement, release or otherwise.

6.2 Additional Investor Representations and Covenants. The Investor represents and warrants to the Company as of the date hereof and as of the Effective Date that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has full power and authority to enter into and perform this Agreement; (b) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and similar laws and general principles of equity; (c) it is the sole Buyer (as defined in the Securities Purchase Agreement) under the Securities Purchase Agreement and the sole legal and beneficial owner of all Notes (as defined in the Securities Purchase Agreement) and of all rights to any Additional Closing thereunder, and it has not assigned, transferred, pledged or encumbered any such right to any person; (d) it constitutes the "Required Holders" (as defined in the Securities Purchase Agreement); (e) it has not delivered any Additional Closing Notice, and no Additional Closing has occurred or is expected to occur, under the Securities Purchase Agreement; and (f) it has not assigned, transferred or otherwise disposed of, and there is no agreement or arrangement pursuant to which it may assign, transfer or otherwise dispose of, any right to any Additional Closing. The Investor shall not assign or transfer any of its rights or obligations relating to any Additional Closing without the prior written consent of the Company.

6.3 Miscellaneous Provisions. Section 9 of the Securities Purchase Agreement is hereby incorporated by reference herein, *mutatis mutandis*.

6.4

[*Signature Page to Follow*]

IN WITNESS WHEREOF, each of the Investor and the Company have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

COMPANY:

ECARX HOLDINGS INC.

By: /s/ SHEN Ziyu
Name: SHEN Ziyu
Title: Director

INVESTOR:

ATW MOBILITY SPV LLC

By: /s/ Antonio Ruiz-Gimenez
Name: Antonio Ruiz-Gimenez
Title: Authorized Signatory

SCHEDULE I

ECARX Terminates US$100 Million of Convertible Note Optionality to Reduce Potential Dilution and Optimize Capital Structure

London, October 15, 2026 — ECARX Holdings Inc. (Nasdaq: ECX) ("ECARX" or the "Company"), a leading global automotive intelligence business, today announced that it has entered into an agreement with a U.S. based institutional investor (the "Investor") to terminate the Investor's right to purchase up to US$100 million of additional convertible notes under the securities purchase agreement dated October 30, 2025 (the "Securities Purchase Agreement").

Under the Securities Purchase Agreement, the Company agreed to issue and sell to the Investor, in one or more registered direct offerings, convertible notes for up to an aggregate principal amount of US$150 million. The Company issued an initial note in the principal amount of US$50 million in October 2025 and, subject to the filing of one or more additional prospectus supplements and the satisfaction of certain other conditions, the Investor had the right to elect to purchase up to US$100 million of additional notes.

Pursuant to the agreement entered into on October 12, 2026 (the "Waiver Agreement"), the Investor has irrevocably agreed to terminate and waive its right to elect to purchase any remaining additional notes and no further notes will be issued under the Securities Purchase Agreement. In consideration, the Company has agreed to pay the Investor a one-time cash fee of US$10 million on or before October 26, 2026.

The termination removes the potential issuance of additional shares under new notes that have the option to be amortized at prices linked to the Company's prevailing share price. It also simplifies the Company's capital structure. ECARX's long-term global growth roadmap is supported by its 2025 convertible notes program, which was upsized to a maximum of US$130 million in July 2026, carries an initial conversion price of US$2.62 and matures in 2028, together with its bank facilities.

Dylan Jeng, Chief Financial Officer of ECARX, commented,

"Terminating the remaining capacity under this facility is a strategic decision to limit further dilution for our shareholders. With funding secured from our institutional noteholders and banking partners, we believe this one-time cost is in the long-term interest of our shareholders and gives us a simpler and clearer capital structure to drive our long-term global growth roadmap."

Further details of the Waiver Agreement are available in the Form 6-K that the Company will file with the U.S. Securities and Exchange Commission.

About ECARX

ECARX (Nasdaq: ECX), headquartered in London, is a leading global automotive intelligence company. ECARX provides the intelligent brain that powers the next generation of software-defined and AI defined vehicles. The company delivers end-to-end, full-stack

solutions spanning advanced system-on-chip hardware, high-performance central computing platforms, intelligent cockpit technology, Advanced Driver Assistance Systems, cloud connectivity and physical AI, alongside bespoke vehicle software and intelligent operating systems.

As automakers transition to software-first and AI-first vehicle architectures, ECARX empowers automakers to streamline integration, reduce systemic complexity and optimize long-term cost efficiency. ECARX's proven technology is deployed across over 12 million vehicles worldwide, and is currently partnered with 18 global automakers and 28 vehicle brands to shape the future of automotive intelligence.

Founded in 2017 and listed on Nasdaq in 2022, ECARX operates from 15 major international locations across Europe, the Americas and Asia, with a global team of over 1,400 employees.

Forward-Looking Statements

This release contains statements that are forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. These statements are based on management's beliefs and expectations as well as on assumptions made by and data currently available to management, appear in a number of places throughout this document and include statements regarding, amongst other things, results of operations, financial condition, liquidity, prospects, growth, strategies and the industry in which we operate. The use of words "expects", "intends", "anticipates", "estimates", "predicts", "believes", "should", "potential", "may", "preliminary", "forecast", "objective", "plan", or "target", and other similar expressions are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to a number of risks and uncertainties that could cause actual results to differ materially, including, but not limited to statements regarding our intentions, beliefs or current expectations concerning, among other things, results of operations, financial condition, liquidity, prospects, growth, strategies, future market conditions or economic performance and developments in the capital and credit markets and expected future financial performance, and the markets in which we operate.

For a discussion of these and other risks and uncertainties that could cause actual results to differ materially from those expressed in any forward-looking statement, see ECARX's filings with the U.S. Securities and Exchange Commission. ECARX undertakes no obligation to update or revise forward-looking statements to reflect subsequent events or circumstances, except as required by applicable law.

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