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**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):  
**February 20, 2026 (February 19, 2026)**



(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation)  
**One Coca-Cola Plaza**  
**Atlanta, Georgia**  
(Address of principal executive offices)

**001-02217**  
(Commission File Number)

**58-0628465**  
(I.R.S. Employer Identification No.)

**30313**  
(Zip Code)

**Registrant's telephone number, including area code: (404) 676-2121**

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))
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**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.25 Par Value	KO	New York Stock Exchange
1.875% Notes Due 2026	KO26	New York Stock Exchange
0.750% Notes Due 2026	KO26C	New York Stock Exchange
1.125% Notes Due 2027	KO27	New York Stock Exchange
0.125% Notes Due 2029	KO29A	New York Stock Exchange
0.125% Notes Due 2029	KO29B	New York Stock Exchange
0.400% Notes Due 2030	KO30B	New York Stock Exchange
1.250% Notes Due 2031	KO31	New York Stock Exchange
3.125% Notes Due 2032	KO32	New York Stock Exchange
0.375% Notes Due 2033	KO33	New York Stock Exchange
0.500% Notes Due 2033	KO33A	New York Stock Exchange
1.625% Notes Due 2035	KO35	New York Stock Exchange
1.100% Notes Due 2036	KO36	New York Stock Exchange
0.950% Notes Due 2036	KO36A	New York Stock Exchange
3.375% Notes Due 2037	KO37	New York Stock Exchange
0.800% Notes Due 2040	KO40B	New York Stock Exchange
1.000% Notes Due 2041	KO41	New York Stock Exchange
3.500% Notes Due 2044	KO44	New York Stock Exchange
3.750% Notes Due 2053	KO53	New York Stock Exchange

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

As previously announced on December 10, 2025, Henrique Braun, currently Executive Vice President and Chief Operating Officer of The Coca-Cola Company (the “Company”), will become Chief Executive Officer of the Company effective as of March 31, 2026. In addition, James Quincey, the Company’s current Chairman of the Board of Directors (the “Board”) and Chief Executive Officer, will continue as Executive Chairman of the Board following Mr. Braun’s appointment to the position of Chief Executive Officer. On February 19, 2026, the Company provided Messrs. Braun and Quincey with letters to confirm their new positions and set forth the primary compensation elements that will be effective commencing March 31, 2026.

Pursuant to Mr. Braun’s letter, his base salary will be \$1,450,000 effective as of March 31, 2026. Mr. Braun will continue to be eligible to participate in the Company’s annual and long-term incentive programs, and his target annual incentive will be 200% of his annual base salary. Mr. Braun will continue to be subject to the Company’s share ownership guidelines, and he will receive certain additional benefits described in his letter.

Pursuant to Mr. Quincey’s letter, his base salary will be \$1,200,000 effective as of March 31, 2026. Mr. Quincey will continue to be eligible to participate in the Company’s annual and long-term incentive programs, and his target annual incentive will remain 200% of his annual base salary. Mr. Quincey will continue to be subject to the Company’s share ownership guidelines, and he will receive certain additional benefits described in his letter.

The foregoing descriptions are qualified in their entirety by the letters for Messrs. Braun and Quincey, copies of which are attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated herein by reference. Details regarding the Company’s annual and long-term incentive programs are included in the Compensation Discussion and Analysis section of the Company’s definitive proxy statement for the 2025 Annual Meeting of Shareowners filed with the Securities and Exchange Commission on March 17, 2025.

**Item 9.01(d). Financial Statements and Exhibits.**

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">Exhibit 10.1</a>	<a href="#">Letter, dated February 19, 2026, from the Company to Henrique Braun.</a>
<a href="#">Exhibit 10.2</a>	<a href="#">Letter, dated February 19, 2026, from the Company to James Quincey.</a>
Exhibit 104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the iXBRL document).

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## **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.

**THE COCA-COLA COMPANY  
(REGISTRANT)**

Date: February 20, 2026

By: /s/ Monica Howard Douglas

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Monica Howard Douglas  
Executive Vice President and Global General Counsel



February 19, 2026

Henrique Braun

Dear Henrique,

We are delighted to confirm your position as Chief Executive Officer, with an effective date of March 31, 2026. The information contained in this letter provides details of your new position.

- Your principal place of assignment will be Atlanta, Georgia.
- Your annual base salary for your new position will be \$1,450,000. Your next base salary review will be in April 2027.
- You will continue to be eligible to participate in the Annual Incentive Plan. Your target annual incentive for your position is 200% of your annual base pay. Any payment will depend on both the business performance and your personal contributions. Awards are made at the discretion of the Talent and Compensation Committee of the Board of Directors. As a discretionary program, the performance factors, eligibility criteria, payment frequency, award opportunity levels and other provisions are variable. The plan may be modified from time to time.
- You will continue to be eligible to participate in The Coca-Cola Company's Long-term Incentive program. Awards are made at the discretion of the Talent and Compensation Committee of the Board of Directors. As a discretionary program, the award timing, frequency, size and mix of award vehicles are variable.
- You are expected to acquire and maintain share ownership pursuant to the Company's share ownership guidelines at a level equal to eight times your base salary. As part of the Company's ownership expectations, you have until December 31, 2028 to achieve this level of ownership. You will be asked to provide information in December each year on your progress toward your ownership goal, and that information will be reviewed with the Talent and Compensation Committee of the Board of Directors the following February.
- You will continue to be able to utilize the Company owned aircraft for business and reasonable personal use. Any personal use of the aircraft by you or your immediate family members will result in imputed taxable income. There will be no tax gross-ups for you or your immediate family regarding personal aircraft use.
- This letter is provided as information and does not constitute an employment contract.

Henrique, we are delighted for you to serve as our Company's Chief Executive Officer and believe your combination of skills, ability and experience are ideal to lead the Company during this important time.

Sincerely,

/s/ David B. Weinberg

David B. Weinberg  
Lead Independent Director

/s/ Carolyn Everson

Carolyn Everson  
Chairman of the Talent & Compensation Committee

I, Henrique Braun, accept this offer

Signature: /s/ Henrique Braun

Date: February 19, 2026



February 19, 2026

James Quincey

Dear James,

On behalf of the entire Board of Directors, we thank you for your outstanding service as Chief Executive Officer. Under your leadership, the Company successfully transformed into a total beverage enterprise, guided by a relentless focus on staying closely connected to consumers. You established and executed a strategy that strengthened Coca-Cola's position as a global leader. We are grateful that the Board and management will continue to benefit from your deep business knowledge and your strong relationships with bottling partners around the world.

Effective March 31, 2026, when you continue as Executive Chairman of the Board, you will remain an employee of The Coca-Cola Company. Your base salary will be \$1,200,000. You will continue to be eligible to participate in the Annual Incentive Plan. Your target annual incentive will remain 200% of your annual base pay. Any payment will depend on both the business performance and your personal contributions. Awards are made at the discretion of the Talent and Compensation Committee of the Board of Directors. As a discretionary program, the performance factors, eligibility criteria, payment frequency, award opportunity levels and other provisions are variable. The plan may be modified from time to time. You will continue to be eligible for the Long-Term Incentive program. Future long-term incentive awards, if any, will be solely at the discretion of the Talent and Compensation Committee of the Board of Directors.

You are expected to continue to meet your current share ownership guideline of eight times your base pay. In addition, you will continue to be able to utilize the Company owned aircraft for business and reasonable personal use. Any personal use of the aircraft by you or your immediate family members will result in imputed taxable income. There will be no tax gross-ups for you or your immediate family regarding personal aircraft use.

James, we are pleased that you will continue to serve as Executive Chairman. We extend our sincere thanks for your many contributions and look forward to the Company's continued success.

Sincerely,

/s/ David B. Weinberg

David B. Weinberg  
Lead Independent Director

/s/ Carolyn Everson

Carolyn Everson  
Chairman of the Talent & Compensation Committee

I, James Quincey, accept this offer

Signature: /s/ James Quincey

Date: February 19, 2026