
**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):
August 21, 2024



(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-02217
(Commission File Number)

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

One Coca-Cola Plaza
Atlanta, Georgia
(Address of principal executive offices)

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.

On August 21, 2024, the Talent and Compensation Committee (the “Committee”) of the Board of Directors of The Coca-Cola Company (the “Company”) approved the adoption of supplement award notifications (the “Supplements”) applicable to certain 2022 and 2023 restricted stock unit agreements and performance share unit agreements granted under The Coca-Cola Company 2014 Equity Plan (the “Awards”).

The Supplements provide employees holding outstanding Awards with certain benefits in the event of the employee’s (i) involuntary termination due to a reduction in workforce, internal reorganization or job elimination (an “Involuntary Termination”) or (ii) termination in connection with the employee’s participation in a voluntary separation program sponsored by the Company or any of its subsidiaries (a “Separation” or, together with an Involuntary Termination, a “Qualifying Termination”). In the event of a Qualifying Termination, unvested performance share units and restricted stock units with a vest date within 10 months from the date of termination shall continue to vest (in the case of performance shares units, subject to satisfaction of applicable performance criteria) and all other unvested awards shall be forfeited. In connection with an Involuntary Termination, the terminated employee must sign a release of all claims and, if requested by the Company, a confidentiality and non-competition agreement, in order to receive such benefits. The Supplements align these provisions with the terms currently applicable to similar awards granted in 2024.

The foregoing description of the Supplements is qualified in its entirety by reference to the full text of the Supplements, which are filed as Exhibit 10.1 and Exhibit 10.2 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Supplemental Award Notification — 2022 and 2023 Performance Share Units under The Coca-Cola 2014 Equity Plan.
10.2	Supplemental Award Notification — 2022 and 2023 Restricted Stock Units under The Coca-Cola 2014 Equity Plan.
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the iXBRL document).

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.

THE COCA-COLA COMPANY
(REGISTRANT)

Date: August 21, 2024

By: /s/ Monica Howard Douglas

Monica Howard Douglas
Executive Vice President and Global General Counsel

Supplemental Award Notification 2022 and 2023 Performance Share Units (PSUs)

This document is a supplemental document that replaces the Employment Events Appendix for all 2022 and 2023 Performance Share Unit (PSU) awards. All other terms and conditions of The Coca-Cola Company 2014 Equity Plan and related agreements continue to apply, including, but not limited to, the provisions related to prohibited activities.

Employment Events Appendix

The table below sets out the impact to your Award (if any) upon certain employment events. The terms of the table below apply to vested and unvested portions of an Award equally, unless otherwise stated. Except as otherwise specified herein, all other terms and conditions of your Award continue to apply.

Event	Impact to your Award
Disability	Whether your employment with the Company or a Subsidiary terminates because of Disability or whether you remain employed, there is no impact to your Award.
Death	<p>Any Award that has not been accepted terminates immediately upon your death and may not be transferred to your heirs.</p> <p>If you die while employed with the Company or a Subsidiary, your Award immediately vests, and your estate will be paid, within 90 days after your death, a cash amount equal to the value of (1) the target number of shares of Stock subject to the Award, if you die before the end of the performance period, or (2) the shares of Stock earned, if you die after the end of the performance period. The value shall be determined based on the closing price of the Stock on the date of death (or in the case of a non-trading day, the next trading day).</p>
Leave of absences¹	<p>If you are on (1) US military leave, (2) a Company-paid leave of absence (meaning paid under Company payroll), or (3) an unpaid leave of absence (approved pursuant to a published Company policy available to all employees covered under the policy) of 12 months or less, there is no impact to your Award.</p> <p>For all other leaves of absence not specified in the paragraph above, including all approved unpaid leaves that extend beyond 12 months:</p> <ul style="list-style-type: none"> • any portion of your Award that is unvested is immediately forfeited¹; or • if the Committee identifies a valid business interest in doing otherwise, it may specify what provisions it deems appropriate at its sole discretion (provided that the Committee shall have no obligation to consider any such matters).

¹ If an approved unpaid leave of absence extends beyond 12 months, the portion of your Award that is unvested as of the end of the 12th month is forfeited.

Event	Impact to your Award
Transfer	If you transfer (1) between the Company and any Subsidiary or, (2) at the Committee's discretion, to an Affiliate that is not a Subsidiary, there is no impact to your Award.
Termination²	<p>A. If your employment with the Company or a Subsidiary terminates after attaining age 60:</p> <ul style="list-style-type: none"> • Awards held less than 12 months are immediately forfeited, and • there is no impact on Awards held at least 12 months.
	<p>B. If your employment with the Company or a Subsidiary terminates involuntarily for any reason other than for cause within one year after a Change in Control, your Award will be treated as described in the Plan.</p>
	<p>C. If your employment with the Company or a Subsidiary terminates prior to attaining age 60 (or after attaining age 60 and your award would be forfeited under paragraph A) because of (1) an involuntary termination due to a reduction in workforce, internal reorganization, or job elimination and you sign a release of all claims and, if requested, an agreement on confidentiality and competition, or (2) you participate in a Company or Subsidiary-sponsored voluntary separation program:</p> <ul style="list-style-type: none"> • if any portion of your Award normally vests within 10 months after your termination date, there is no impact to that portion of your Award, and • all other Awards, or portions thereof, are immediately forfeited.
	<p>D. If your employment (1) with the Company or a Subsidiary terminates for any other reason, or (2) with an Affiliate (that is not a Subsidiary) terminates for any reason², your Award is immediately forfeited.</p> <p>Notwithstanding anything herein, if your employment with an Affiliate terminates and you immediately become employed by the Company or a Subsidiary, there is no impact on your Award.</p>

For the purposes of your Award, you are deemed to have terminated employment on the date you are no longer actively providing services to the relevant entity or entities, regardless of the reasons for termination and whether or not later found to be invalid or in breach of your employment agreement, if any, or employment laws in the jurisdiction where you are employed. The Committee has exclusive discretion to decide when you are considered to be no longer actively providing services for the purposes of your Award. However, you will not be considered to be actively providing services during any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or in your employment agreement, if any, unless the Committee decides otherwise.

² This would apply in the case where the Committee determined that your transfer to the Affiliate would not impact your Award. If your employer no longer meets the definition of "Affiliate", you are deemed to have terminated employment for the purposes of the Plan.

Supplemental Award Notification 2022 and 2023 Restricted Stock Units (RSUs)

This document is a supplemental document that replaces the Employment Events Appendix for all 2022 and 2023 Restricted Stock Unit (RSU) awards (except for Emerging Talent Retention Awards (ETRA)). All other terms and conditions of The Coca-Cola Company 2014 Equity Plan and related agreements continue to apply, including, but not limited to, the provisions related to prohibited activities.

Employment Events Appendix

The table below sets out the impact to your Award (if any) upon certain employment events. The terms of the table below apply to vested and unvested portions of an Award equally, unless otherwise stated. Except as otherwise specified herein, all other terms and conditions of your Award continue to apply.

Event	Impact to your Award
Disability	If your employment with the Company or a Subsidiary terminates because of Disability, your Award immediately vests, and shares of Stock will be released within 90 days after your termination date. Otherwise, if you remain employed, there is no impact to your Award.
Death	Any Award that has not been accepted terminates immediately upon your death and may not be transferred to your heirs. If you die while employed with the Company or a Subsidiary, your Award immediately vests, and your estate will be paid, within 90 days after your death, a cash amount equal to the value of the shares of Stock subject to the Award. The value shall be determined based on the closing price of the Stock on the date of death (or in the case of a non-trading day, the next trading day).
Leave of absences¹	If you are on (1) US military leave, (2) a Company-paid leave of absence (meaning paid under Company payroll), or (3) an unpaid leave of absence (approved pursuant to a published Company policy available to all employees covered under the policy) of 12 months or less, there is no impact to your Award. For all other leaves of absence not specified in the paragraph above, including all approved unpaid leaves that extend beyond 12 months: <ul style="list-style-type: none"> any portion of your Award that is unvested is immediately forfeited¹; or if the Committee identifies a valid business interest in doing otherwise, it may specify what provisions it deems appropriate at its sole discretion (provided that the Committee shall have no obligation to consider any such matters).

¹ If an approved unpaid leave of absence extends beyond 12 months, the portion of your Award that is unvested as of the end of the 12th month is forfeited.

Event	Impact to your Award
Transfer	If you transfer (1) between the Company and any Subsidiary or, (2) at the Committee's discretion, to an Affiliate that is not a Subsidiary, there is no impact to your Award.
Termination²	<p>A. If your employment with the Company or a Subsidiary terminates after attaining age 60:</p> <ul style="list-style-type: none"> • Awards held less than 12 months are immediately forfeited, and • Awards held at least 12 months immediately vest and shares of Stock will be released within 90 days after your termination date. <p>B. If your employment with the Company or a Subsidiary terminates involuntarily for any reason other than for cause within one year after a Change in Control, your Award will be treated as described in the Plan.</p> <p>C. If your employment with the Company or a Subsidiary terminates prior to attaining age 60 (or after attaining age 60 and your award is not immediately vested under paragraph A) because of (1) an involuntary termination due to a reduction in workforce, internal reorganization, or job elimination and you sign a release of all claims and, if requested, an agreement on confidentiality and competition, or (2) you participate in a Company or Subsidiary-sponsored voluntary separation program:</p> <ul style="list-style-type: none"> • if any portion of your Award normally vests within 10 months after your termination date, there is no impact to that portion of your Award, and • All other Awards, or portions thereof, are immediately forfeited. <p>D. If your employment (1) with the Company or a Subsidiary terminates for any other reason, or (2) with an Affiliate (that is not a Subsidiary) terminates for any reason³, your Award is immediately forfeited.</p> <p>Notwithstanding anything herein, if your employment with an Affiliate terminates and you immediately become employed by the Company or a Subsidiary, there is no impact on your Award.</p>

For the purposes of your Award, you are deemed to have terminated employment on the date you are no longer actively providing services to the relevant entity or entities, regardless of the reasons for termination and whether or not later found to be invalid or in breach of your employment agreement, if any, or employment laws in the jurisdiction where you are employed. The Committee has exclusive discretion to decide when you are considered to be no longer actively providing services for the purposes of your Award. However, you will not be considered to be actively providing services during any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or in your employment agreement, if any, unless the Committee decides otherwise.

² If required by Section 409A of the Code, the payment may not be made (if applicable) until at least six months following the termination date.

³ This also would apply in the case where the Committee determined that your transfer to the Affiliate would not impact your Award. If your employer no longer meets the definition of "Affiliate", you are deemed to have terminated employment for the purposes of the Plan.