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): September 1, 2026

KORN FERRY
(Exact name of registrant as specified in its charter)

Delaware	**001-14505**	**95-2623879**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1900 Avenue of the Stars, Suite 1225
Los Angeles, California 90067
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (310) 552-1834

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:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value $0.01 per share	KFY	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 2.01 Completion of Acquisition or Disposition of Assets.

On September 1, 2026, Korn Ferry, a Delaware corporation (the “Company”), completed its previously announced acquisition (the “Acquisition”) of all of the issued and outstanding shares (the “AMS Shares”) of Auxey Holdco Limited, a company incorporated in Jersey (“AMS”). Upon the closing of the Acquisition (the “Closing”), AMS became an indirect wholly owned subsidiary of the Company, with all AMS Shares held directly by Korn Ferry Global Holdings (UK) Limited, an indirect wholly owned subsidiary of the Company (“KF Global Holdings”), as a result of the Company assigning it certain rights to KF Global Holdings under the Purchase Agreement prior to Closing.

In accordance with the terms of the Sale and Purchase Agreement, dated as of June 27, 2026 (as amended by the Deed of Amendment, dated as of July 29, 2026 and the Second Deed of Amendment (as defined below), the “Purchase Agreement”), by and between the Company and Auxey Holdings (Lux) S.A.S., a company incorporated in the Grand Duchy of Luxembourg (the “Majority Seller”), OMERS Administration Corporation, a corporation continued pursuant to the Ontario Municipal Employees Retirement System Act, 2006, AMS Cayco Ltd., a company incorporated in the Cayman Islands, and certain other parties, and in the context of the lock-box structure of the Acquisition, at the closing of the Acquisition, KF Global Holdings (i) paid a combination of approximately £473 million and $326 million in cash (as consideration to the sellers, in repayment of AMS’s indebtedness, and in satisfaction of other AMS transaction obligations) and (ii) issued 3,118,628 shares of Company common stock (the “Consideration Shares”) to the sellers.

Prior to the Closing, the Majority Seller, Ocorian Limited and KF Global Holdings entered into a Deed of Amendment, dated as of August 31, 2026 (the “Second Deed of Amendment”), to amend the Purchase Agreement to, among other things, confirm that for accounting purposes the effective time of the Closing occurred at 12:01 a.m. (London Time) on September 1, 2026.

The foregoing descriptions of the Purchase Agreement, the Second Deed of Amendment and the Acquisition do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Purchase Agreement, a copy of which was attached as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (“SEC”) on June 29, 2026; the Deed of Amendment, a copy of which was attached as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on August 3, 2026; and the Second Deed of Amendment, a copy of which was attached hereto as Exhibit 2.1, the terms of each of which are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in “Item 2.01—Completion of Acquisition or Disposition of Assets” is incorporated herein by reference. The offer and issuance of the Consideration Shares is exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to Section 4(a)(2) of the Securities Act.

Item 7.01 Regulation FD Disclosure.

On September 1, 2026, in connection with the Closing, the Company issued a press release, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference. For purposes of Section 18 of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), the information in this Item 7.01 and Exhibit 99.1 hereto are furnished to, but not filed with, the SEC, and shall not be deemed incorporated by reference in any Company filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Forward-Looking Statements

This Current Report on Form 8-K and Exhibit 99.1 attached hereto include “forward-looking statements” within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995 concerning the Acquisition. Forward-looking statements may be identified by the use of words such as “anticipate,” “believe,” “estimate,” “expect,” “may,” “outlook,” “plan,” “project,” “target,” “will” or other similar expressions. Such forward-looking statements include, but are not limited to, statements relating to the global leadership position of the combined company, the expected benefits of the Acquisition and the combined company’s plans, objectives, expectations and intentions. These forward-looking statements are based on management’s current expectations and assumptions, and a number of factors could cause actual results or outcomes to differ materially from those indicated by such forward-looking statements. Such risks and uncertainties, many of which are outside of the control of the Company include, but are not limited to: (1) the ability to successfully integrate the operations and employees of AMS into the Company; (2) the ability to recognize the anticipated benefits of the Acquisition which may be affected by, among other things, competition, the ability of the Company to grow and manage growth profitably, the ability to maintain relationships with clients and suppliers and retain key employees; (3) costs related to the Acquisition; (4) the possibility that the combined company may be adversely affected by economic, business, and/or competitive factors; and (5) other risks and uncertainties indicated from time to time in filings with the SEC by the Company. The Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01	**Financial Statements and Exhibits.**

(a) Financial Statements of Businesses Acquired

Financial statements, to the extent required by this Item 9.01(a), will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days following the date that this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

Pro forma financial information, to the extent required by this Item 9.01(b), will be filed by amendment to this Current Report on Form 8-K no later than 71 calendar days following the date that this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit 2.1	Deed of Amendment, dated as of August 31, 2026, by and between Auxey Holdings (Lux) S.A.S., Ocorian Limited, acting in its capacity as trustee of the Auxey Equity Plan Employee Trust and nominee on behalf of the Management Beneficial Interest Sellers, and Korn Ferry Global Holdings (UK) Limited.
Exhibit 99.1	Press Release, dated September 1, 2026.
Exhibit 104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL (included as Exhibit 101).

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.

KORN FERRY
(Registrant)

Date: September 1, 2026

/s/ Jonathan Kuai
(Signature)
Name: Jonathan Kuai
Title: Chief People & Legal Officer

Exhibit 2.1

Private & Confidential

Dated: 31 August 2026

DEED OF AMENDMENT

relating to

A Sale and Purchase Agreement dated 27 June 2026 (as amended on 29 July 2026)

relating to the sale of all the shares in

Auxey Holdco Limited

between

AUXEY HOLDINGS (LUX) S.A.S.

OMERS ADMINISTRATION CORPORATION

AMS CAYCO LTD

THE MANAGEMENT SELLERS' REPRESENTATIVE

THE TRUSTEE SELLER

and

KORN FERRY

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THIS DEED is made on 31 August 2026

BETWEEN:

(1) **AUXEY HOLDINGS (LUX) S.A.S.**, a company incorporated in the Grand Duchy of Luxembourg with registered number B225042, having its registered address at 6, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg (the "**Majority Seller**");

(2) **OCORIAN LIMITED**, a private limited company incorporated in Jersey with its registered office at 26 New Street, St Helier, Jersey JE2 3RA (the "**Trustee Seller**"), acting in its capacity as (a) trustee of the Auxey Equity Plan Employee Trust (the "**EBT**") and (b) nominee on behalf of the Management Beneficial Interest Sellers; and

(3) **KORN FERRY GLOBAL HOLDINGS (UK) LIMITED**, a private limited company incorporated in England with its registered office at Ryder Court, 14 Ryder Street, London, SW1Y 6QB (the "**Buyer**").

INTRODUCTION:

(A) The Parties, among others, entered into the share purchase agreement dated 27 June 2026 in respect of all the shares in Auxey Holdco Limited, as amended on 29 July 2026 (the "**SPA**").

(B) In accordance with clause 11.1 of the SPA, Korn Ferry assigned its rights under the SPA to the Buyer on 18 August 2026.

(C) The Parties wish to amend the SPA on the terms set out in this Deed.

(D) Unless otherwise defined in this Deed, capitalised terms used in this Deed shall have the meanings given to them in the SPA.

(E) Irrespective of the actual time of Completion on the Completion Date, all revenues, expenses, liabilities, profits and losses of the Group received, earned and/or incurred on and after 12:01 a.m. (London time) on the Completion Date shall be for the account of the Buyer

IT IS AGREED as follows:

1. **SPA AMENDMENT**

The Parties hereby agree that with effect from the date of this Deed, the definition of Resigning Directors shall be amended to read as follows:

"*Matthew Baird, Madeleine Cavadias and the individuals referred to in clause 6.2(d)(ii), being each individual who, immediately prior to Completion, holds the position of director of one or more Group Members (other than Thomas Hugi and Zaliza Azura);*".

2. **ASSIGNMENT**

2.1 No Party may assign, novate, transfer, charge, subcontract or otherwise deal with all or any of its rights, benefits or obligations under this Deed (including any right to claim for damages arising from a breach of this Deed) without the prior written consent of: (a) the Buyer; (b) the Majority Seller; (c) the Minority Seller (if such action is reasonably expected to have an adverse impact on the Minority Seller as compared to the Majority Seller); (d) the Trustee Seller; and (e) the Management Sellers' Representative; provided, however, that the Buyer may assign its rights under this Deed to a wholly-owned subsidiary of the Buyer (a "**Permitted Assignee**") without the prior written consent of the Majority Seller, the Minority Seller, the Trustee Seller or the Management Sellers' Representative; provided, further, that: (i) no such assignment by the Buyer shall relieve the Buyer of any of its obligations under this Deed and the Buyer and the Permitted Assignee shall remain jointly and severally liable for all of the obligations of the Buyer under this Deed; and (ii) the Majority Seller and the Management Sellers' Representative are given prior written notice of any proposed assignment by the Buyer pursuant to this clause 2.1. Any attempted assignment in breach of this clause 2.1 will be void.

2.2 Following any assignment (or other dealing) by a Party pursuant to clause 2.1: (a) no other Party shall be under any greater obligation or liability and each other Party shall have no lesser rights than if such assignment or granting of security had never occurred; and (b) the amount of loss or damage recoverable by the assignee shall be calculated as if that person had been originally named in place of the assigning Party in this Deed (and, in particular, shall not exceed the sum which would, but for such assignment or other dealing, have been recoverable by such assigning Party in respect of the relevant fact, matter or circumstance).

3. **GENERAL**

3.1 Save as expressly modified by this Deed, the SPA shall continue in full force and effect and nothing in this Deed shall constitute a waiver of any party's rights under the SPA.

3.2 In the event of any conflict between the terms of this Deed and the terms of the SPA, the terms of this Deed shall prevail.

3.3 This Deed constitutes a variation of the SPA for the purposes of clause 14.7 of the SPA.

3.4 This Deed may be executed in any number of counterparts, each of which when executed and delivered constitutes an original, but all the counterparts shall together constitute one and the same instrument.

3.5 This Deed and all matters (including any contractual or non-contractual obligation) arising from or connected with it are governed by, and will be construed in accordance with, the laws of England and Wales. Each Party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed.

THIS DEED IS EXECUTED AND DELIVERED AS A DEED ON THE DATE SHOWN ON THE FRONT OF THIS DEED

Executed as a Deed by	)	/s/ Mark Dunstan
AUXEY HOLDINGS (LUX) S.A.S	)	Chairman and Member of the Management Board
acting by:	)	
	)	/s/ Adil Salah
	)	Member of the Management Board

Executed as a Deed by	)	
OCORIAN LIMITED	)	/s/ Craig Le Sueur
as trustee of the Auxey Equity Plan	)	Name: Craig Le Sueur
Employee Trust	)	Title: Authorised signatory
acting by two authorised signatories	)	
	)	/s/ Craig Cameron
	)	Name: Craig Cameron
	)	Title: Authorised signatory

Executed as a Deed by	)	
OCORIAN LIMITED	)	/s/ Craig Le Sueur
as nominee for and on behalf of	)	Name: Craig Le Suer
the Management Beneficial	)	Title: Authorised signatory
Interest Sellers	)	
acting by two authorised signatories	)	/s/ Craig Cameron
	)	Name: Craig Cameron
	)	Title: Authorised signatory

Executed as a Deed by	)	/s/ Andy Katz
KORN FERRY GLOBAL HOLDINGS	)	Director
(UK) LIMITED	)	
acting by:	)	/s/ Tony Goodes
	)	Director

Exhibit 99.1

Korn Ferry Completes Acquisition of AMS

Combination Creates a Global Leader in Talent and Organizational Consulting

LOS ANGELES, Sept. 1, 2026 — Korn Ferry (NYSE: KFY) today announced the completion of its acquisition of UK-headquartered AMS from OMERS Private Equity.

As AMS now joins Korn Ferry, it brings together two iconic brands to create a global leader in talent and organizational consulting. And at the heart of this combination is a shared belief: people are the catalyst for organizational success.

Together, Korn Ferry and AMS offer one of the most comprehensive organizational and talent solutions portfolios in the world. The combined firm has nearly 17,000 colleagues in more than 130 offices across the globe, complementary strengths and more expansive industry coverage, with a shared commitment to driving business performance.

AMS brings profound operational capability, delivering technology-enabled talent solutions at scale, supported by long-term contracted client relationships.

In accordance with the terms of the acquisition agreement and in the context of the lock-box structure of the transaction, at the closing, Korn Ferry (i) paid a combination of approximately £473 million and $326 million in cash (as consideration to the sellers, in repayment of AMS's indebtedness, and in satisfaction of other AMS transaction obligations) and (ii) issued 3,118,628 shares of Korn Ferry common stock to the sellers.

About Korn Ferry

Korn Ferry is a global consulting firm that powers performance. We unlock the potential in your people and unleash transformation across your business—synchronizing strategy, operations, and talent to accelerate performance, fuel growth, and inspire a legacy of change. That's why the world's most forward-thinking companies across every major industry turn to us—for a shared commitment to lasting impact and the bold ambition to Be More Than.

As the Official Talent & Organizational Consulting Partner of LA28, Korn Ferry is powering the nearly 5,000 people who power the Olympic Games—bringing in the right talent, building strong leaders, and shaping the structure and culture that will deliver an unforgettable experience for the world.

Korn Ferry Contacts
Media: Dan Gugler
dan.gugler@kornferry.com

Investor Relations: Tiffany Louder
tiffany.louder@kornferry.com

Forward-Looking Statements

Statements in this press release include “forward-looking statements” within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995 concerning the transaction. Forward-looking statements may be identified by the use of words such as “anticipate,” “believe,” “expect,” “estimate,” “may,” “plan,” “outlook,” “project,” “will” or other similar expressions. Such forward-looking statements include, but are not limited to, statements relating the expected benefits of the transaction, including the global leadership position of the combined company, the combined company’s expanded capabilities, transaction synergies, future financial and operating results, and the combined company’s plans, objectives and expectations. A number of factors could cause actual results or outcomes to differ materially from those indicated by such forward-looking statements. Such risks and uncertainties, many of which are outside of the control of Korn Ferry, include, but are not limited to: (1) the ability to successfully integrate the operations and employees of AMS into Korn Ferry; (2) the ability to recognize the anticipated benefits of the transaction which may be affected by, among other things, competition, the ability of Korn Ferry to grow and manage growth profitably, the ability to maintain relationships with clients and suppliers and retain key employees; (3) costs related to the transaction; (4) the possibility that the combined company may be adversely affected by economic, business, and/or competitive factors; and (5) other risks and uncertainties indicated from time to time in filings with the SEC by Korn Ferry. Korn Ferry undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

No Offer or Solicitation

This communication is not intended to and shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities.