
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) June 29, 2026

ATLANTIC INTERNATIONAL CORP
(Exact name of registrant as specified in charter)

Delaware

(State or other Jurisdiction of
Incorporation or Organization)

001-40760

(Commission File Number)

46-5319744

(IRS Employer
Identification No.)

**270 Sylvan Avenue, Suite 2230
Englewood Cliffs, NJ**

(Address of Principal Executive Offices)

07632

(zip code)

(201) 899-4470

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Securities registered or to be registered as pursuant to Section 12(b) of the Act: None

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of 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(b) under the Exchange Act (17 CFR 240.14a-12(b))
- ☐ 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 1.01 Entry into a Material Definitive Agreement

On June 29, 2026, in connection with Guus Franke's appointment as Chief Executive Officer of Atlantic International Corp (the "Company"), Jeffrey Jagid transitioned from Chief Executive Officer of the Company to President of the Company.

In connection with the appointment of Mr. Jagid as President of the Company, the Company entered into an amendment to the employment agreement (the "Agreement") with Mr. Jagid, which sets forth the terms and provisions governing Mr. Jagid's employment as President of the Company, effective as of June 29, 2026. Mr. Jagid will continue to serve as a director of the Company.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which are attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth in Section 1.01 above is incorporated herein by reference.

On June 29, 2026, Guss Franke, age 50, Executive Chairman of the Board of Directors of the Company (the "Board"), was appointed by the Board to serve as the Company's Chief Executive Officer until such time as Mr. Franke's successor is appointed and duly qualified. Mr. Franke has served as Executive Chairman of the Board since January 23, 2026, and will continue to hold that position. He has been the founder and sole owner of Axiom GmbH ("Axiom") since 2018. Axiom provides M&A advisory, full services transaction support including corporate finance and private equity strategy. Axiom is an investment platform designed to hold, acquire and scale the next layer of global digital economy. Through Axiom, Mr. Franke founded Circle8 Group as a pan-European platform for AI talent, compliance-grade consultancy (cloud, IT migration, AI and Cyber) and workforce execution for highly regarded sections. Prior to forming Axiom and Circle8 Group, from 2020 to 2021, Mr. Franke was Managing Director, Riverrock European Capital Partners LLP, where he was responsible for the European AR and Syndicate SSL strategy. From 2018 to 2020, Mr. Franke was co-founder of Pilatus AG, an investment platform where he was responsible for deal sourcing, performance management, syndication and deal coordination. From 2014 to 2018 he was co-founder of Nedfact, an investment structure and debt advisor. From 2011 to 2014 he was a partner at a Tier 1 sponsor firm, responsible for M&A and debt structuring. Prior thereto, he was a KPMG Partner, Private Corporate Finance.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 29, 2026, the Company filed with the Secretary of State of the State of Delaware an amendment to its Amended and Restated Certificate of Incorporation, as amended (the "Amendment"), to change the name of the Company from "Atlantic International Corp" to "Circle8 Group, Inc." (the "Name Change"). The Name Change and the Amendment became effective immediately upon filing.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Amendment, a copy of which is attached as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

The Board approved the Name Change and the Amendment pursuant to Section 242 of the General Corporation Law of the State of Delaware. Pursuant to Section 242, stockholder approval was not required to complete the Name Change or to approve or effect the Amendment. The Name Change will not in any way affect the voting or other rights that accompany the Company's common stock, par value \$0.00001 per share ("Common Stock"), or the validity or transferability of the Company's shares of Common Stock currently outstanding.

The Company's Common Stock will continue to be quoted on the Nasdaq Stock Market ("Nasdaq") and is expected to begin trading under the new name and ticker symbol "CIRC" on July 2, 2026, subject to Nasdaq's approval. There will be no change to the Company's CUSIP in connection with the Name Change.

Item 7.01 Regulation FD Disclosure.

The Company issued a press release on June 30, 2026, announcing the Name Change, the appointment of Mr. Franke as Chief Executive Officer of the Company and the new position of Mr. Jagid, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information contained in this Item 7.01 and in the accompanying Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section, nor shall such information or exhibit be deemed incorporated by reference in any filing under the Exchange Act or the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
3.1	<u>Amended and Restated Certificate of Incorporation</u>
10.1	<u>Amendment to the Employment Agreement by and between the Company and Jeffrey Jagid, dated June 29, 2026</u>
99.1	<u>Press release issued by Atlantic International Corp on June 30 2026</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL 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 hereunto duly authorized.

Dated: June 30, 2026

ATLANTIC INTERNATIONAL CORP.

By: /s/ Jeffrey Jagid
Jeffrey Jagid
President

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is ATLANTIC INTERNATIONAL CORP

2. The Certificate of Incorporation of the corporation is hereby amended by changing the Article thereof numbered FIRST so that, as amended, said Article shall be and read as follows:
The name of the corporation is Circle8 Group Inc.

3. That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

By:  _____
Authorized Officer

Name: Jeffrey Jagid, CEO
Print or Type

SECOND AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This Second Amendment to Executive Employment Agreement (this "**Second Amendment**") is entered into as of June 29, 2026 (the "**Second Amendment Effective Date**"), by and between Atlantic International Corp., a Delaware corporation (the "Company"), and Jeffrey Jagid ("**Executive**")

RECITALS

WHEREAS, the Company and Executive entered into that certain Executive Employment Agreement dated June 18, 2024 (the "**Employment Agreement**"), as amended by the First Amendment to Executive Employment Agreement dated January 23, 2026 (the "**First Amendment**");

WHEREAS, the Board of Directors has appointed Guus Franke as Chief Executive Officer of the Company;

WHEREAS, the Board desires to continue to benefit from Executive's experience, relationships, institutional knowledge and strategic leadership while transitioning Executive to President of the Company; and

WHEREAS, the parties desire to amend the Employment Agreement only to reflect Executive's new responsibilities while preserving the compensation, benefits and protections previously negotiated.

NOW, THEREFORE, the parties agree as follows:

1. Extended Term

Effective as of the Second Amendment Effective Date, the Employment Term under the Employment Agreement is hereby extended for a new five (5) year term commencing on the Second Amendment Effective Date (the "**Extended Term**"), unless earlier terminated pursuant to the Employment Agreement.

Beginning on the first anniversary of the Second Amendment Effective Date, and on each anniversary thereafter, the Extended Term shall automatically be extended by one (1) additional year unless either party provides written notice of non-renewal at least one hundred eighty (180) days prior to the applicable anniversary date.

2. Position

Effective as of the Second Amendment Effective Date:

- (a) Executive shall transition from Chief Executive Officer to President of the Company.
- (b) Executive shall continue to serve as a member of the Board of Directors.
- (c) During the Extended Term, the Company shall nominate Executive for election to the Board of Directors at each annual meeting of stockholders, recommend that stockholders vote in favor of Executive's election and use commercially reasonable efforts to support Executive's continued election, provided Executive notifies the Company that he desires to continue serving and remains eligible under applicable law and Nasdaq rules.
- (d) Nothing contained herein shall require Executive to remain on the Board or prohibit Executive from resigning from the Board at any time upon written notice.
- (e) Executive's resignation from the Board shall not constitute a resignation or termination of Executive's position as President and shall not adversely affect Executive's rights under the Employment Agreement.
- (f) Continued Subsidiary Service. As of the Second Amendment Effective Date, Executive shall continue to serve in each office and directorship that Executive then holds with Lyneer Staffing Solutions, LLC and any other direct or indirect subsidiary of the Company, unless otherwise mutually agreed by Executive and the Company.

Any such service shall be deemed part of Executive's responsibilities under this Agreement and shall not result in any reduction of Executive's Annual Compensation, benefits or other rights provided hereunder.

Executive's removal from, resignation from, or expiration of any office or directorship with any subsidiary or affiliate of the Company shall not, by itself:

- (i) constitute a resignation or termination of Executive's position as President;
- (ii) constitute a voluntary termination under this Agreement;
- (iii) affect Executive's continuous service under this Agreement; or
- (iv) diminish Executive's compensation, severance rights, equity rights or any other benefits provided under this Agreement.

3. Duties

During the Employment Term or any Extended Term, the Company shall employ Executive as the President of the Company, with all the rights, powers duties and authority commensurate with such role. Executive shall report to the Chief Executive Officer of the Company and the Board or Directors.

Executive shall continue to oversee such strategic initiatives, acquisitions, financings, capital markets activities and other responsibilities as may be assigned by the Chief Executive Officer or the Board of Directors from time to time.

4. Continuous Service

The parties acknowledge and agree that Executive's transition contemplated by this Second Amendment:

- shall not constitute a resignation, retirement, termination of employment, Good Reason event, Cause event or break in service;
- shall not affect Executive's continuous service for any purpose;
- shall not affect any equity award, employee benefit plan or other contractual right; and
- shall not affect Executive's eligibility under any compensation, equity or benefit arrangement.

5. Compensation

Except as expressly modified by this Second Amendment, all compensation, bonuses, incentive compensation, transaction bonuses, financing bonuses, equity compensation, benefits, severance, retirement benefits, expense reimbursement, insurance, automobile allowance and all other compensation and economic rights under the Employment Agreement and the First Amendment shall remain unchanged.

The parties acknowledge that Executive's compensation is being continued in recognition of Executive's role in building the Company and his continuing strategic responsibilities.

The transition contemplated by this Second Amendment shall not constitute a reduction in compensation or benefits.

During the Extended Term, neither the amount nor structure of Executive's compensation or benefits may be reduced or materially modified without Executive's prior written consent; provided, however, that any increase approved by the Board shall not require Executive's consent.

Nothing contained in this Second Amendment shall be deemed to reduce Executive's status as a senior executive officer of the Company for purposes of any compensation plan, equity incentive plan, benefit plan, indemnification agreement, D&O insurance policy or other Company program unless expressly agreed in writing by Executive and the Company.

6. Equity

Nothing contained herein shall affect Executive's equity interests, stock options, restricted stock, warrants, registration rights or other equity-related rights.

For all purposes under every equity incentive plan, award agreement and registration rights agreement, Executive shall be deemed to have remained continuously employed by the Company.

All vesting schedules, accelerated vesting provisions and other equity protections shall remain unchanged.

7. Amendment to Termination and Severance

Effective as of the Second Amendment Effective Date, Sections 4(c) and 4(d) of the Employment Agreement are hereby deleted in their entirety and replaced with the following:

(a) Termination by the Company for Cause

If Executive's employment is terminated by the Company for Cause, Executive shall be entitled to receive:

- (i) all Accrued Benefits through the date of termination;
- (ii) Company-paid COBRA continuation coverage for Executive and Executive's eligible dependents for eighteen (18) months following termination; and
- (iii) retention of all vested Restricted Stock, RSUs, Options, Warrants and other vested equity awards.

(b) Termination by the Company Other Than for Cause

If Executive's employment is terminated by the Company other than for Cause, death or Disability, or if the Company elects not to renew this Agreement, Executive shall be entitled to receive:

- (i) all Accrued Benefits;
- (ii) severance equal to thirty-six (36) months of Executive's then-current Annual Compensation, payable in accordance with the Company's normal payroll practices;
- (iii) payment of the full Annual Bonus for the calendar year in which termination occurs;
- (iv) payment of any earned or subsequently payable Transaction Bonus, Special Bonus or other earned incentive compensation;
- (v) immediate vesting of all Restricted Stock, RSUs, Options, Warrants and all other outstanding equity awards;
- (vi) preservation of all registration rights applicable to such equity awards;
- (vii) Company-paid COBRA continuation coverage for Executive and Executive's eligible dependents for thirty-six (36) months; and
- (viii) reimbursement of all unreimbursed business expenses incurred through the effective date of termination.

Executive shall have no duty to mitigate damages, and the payments and benefits provided under this Section shall not be reduced, offset or otherwise diminished by compensation or benefits received from subsequent employment or other business activities.

(c) Voluntary Termination by Executive

Executive may voluntarily terminate employment upon thirty (30) days' written notice. Upon such voluntary termination, Executive shall remain entitled to receive:

- (i) all Accrued Benefits;
- (ii) payment of Executive's Annual Compensation through the end of the calendar year in which such termination becomes effective;
- (iii) payment of the Annual Bonus for such calendar year;
- (iv) payment of any earned or subsequently payable Transaction Bonus, Special Bonus or other earned incentive compensation;
- (v) reimbursement of all unreimbursed business expenses;
- (vi) Company-paid COBRA continuation coverage for Executive and Executive's eligible dependents for twenty-four (24) months; and
- (vii) retention of all vested equity awards.

Executive's voluntary resignation from the Board of Directors, decision not to stand for re-election to the Board, or decision to decline nomination for re-election shall not, by itself, constitute a voluntary termination of this Agreement, a resignation from Executive's position as President, or otherwise impair Executive's rights under this Agreement.

(d) Definition of Annual Compensation

For purposes of this Agreement, "Annual Compensation" means Executive's then-current annual Base Salary, together with Executive's guaranteed Annual Bonus, but shall exclude discretionary incentive compensation, Transaction Bonuses and Special Bonuses unless expressly provided herein.

8. Amendment to Change in Control Provisions

Except as expressly amended by this Second Amendment, the Change in Control provisions contained in Section 4 of the Employment Agreement, including the definition of "Change in Control," shall remain unchanged and in full force and effect.

Effective as of the Second Amendment Effective Date:

(a) Any reference in Section 4 of the Employment Agreement to Executive's "Annual Base Salary" or "Base Salary" for purposes of calculating severance or any other benefits payable following a Change in Control shall instead refer to Executive's "Annual Compensation," as defined in this Second Amendment.

(b) In addition to the circumstances currently described in Section 4 of the Employment Agreement, Executive shall also be entitled to the severance benefits provided under Section 4(c)(ii), as amended by this Second Amendment, if, within twenty-four (24) months following a Change in Control, and without Executive's prior written consent:

- (i) Executive's position as President and the Board of Directors is eliminated;
- Executive's responsibilities are materially diminished;

- (ii) Executive's reporting relationship to the Chief Executive Officer and the Board of Directors is materially altered in a manner that substantially impairs Executive's ability to perform his responsibilities;
- (iii) Executive's Annual Compensation is materially reduced or otherwise adversely affected; or
- (iv) the Company materially breaches this Agreement.

Nothing contained in this Section is intended to diminish, limit or otherwise modify any existing Change in Control rights or protections contained in the Employment Agreement except to the extent expressly set forth herein.

9. Preservation of Existing Rights

All provisions of the Employment Agreement and the First Amendment relating to:

- accelerated vesting;
- indemnification;
- directors' and officers' insurance;
- joint and several guaranties;
- attorneys' fees;
- restrictive covenants;
- remedies; and
- all other Executive protections

shall remain unchanged and continue in full force and effect.

10. No Waiver

Nothing contained herein shall waive, diminish or adversely affect any rights previously granted to Executive.

11. Ratification

Except as expressly amended hereby, the Employment Agreement and the First Amendment are ratified and confirmed in all respects. In the event of any conflict between this Second Amendment and the Employment Agreement or the First Amendment, this Second Amendment shall control.

12. Miscellaneous

This Second Amendment may be executed in counterparts, each of which shall constitute an original. This Second Amendment shall be governed by the laws of the State of New York.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

ATLANTIC INTERNATIONAL CORP.

By: Name: Guus Franke
Title: Guus Franke CEO

EXECUTIVE

Jeffrey Jagid

ATLANTIC INTERNATIONAL RELAUNCHES AS CIRCLE8, REFLECTING ITS EVOLUTION INTO A GLOBAL TECHNOLOGY AND WORKFORCE SOLUTIONS PLATFORM**Company to Trade on Nasdaq Under Ticker CIRC****Guus Franke Appointed Chief Executive Officer While Continuing as Executive Chairman**

ENGLEWOOD CLIFFS, N.J., June 30, 2026 – Atlantic International Corp. (Nasdaq: ATLN) today announced a new chapter in the Company's evolution. Effective immediately, the Board of Directors has appointed Guus Franke as Chief Executive Officer.

Jeffrey Jagid, who has served as Chief Executive Officer since Atlantic's inception and led the Company's strategic transformation through the completed acquisitions of Lyneer Staffing Solutions and Circle8 Group, has transitioned to the role of President and will continue to serve as a member of the Company's Board of Directors.

The Company also announced that, subject to Nasdaq approval and customary regulatory requirements, it will change its corporate name to Circle8 Group, Inc. and begin trading under the new ticker symbol Nasdaq: CIRC.

The relaunch reflects how our business has evolved over the past several years. What began as a North American staffing company has evolved into a global technology and workforce solutions platform with annualized revenue exceeding \$1.2 billion and operations across North America and Europe. Today, Circle8 is executing an integrated operating model that enables enterprise, government and multinational organizations to engage one strategic partner across the complete technology lifecycle.

Today, Circle8 delivers technology through four complementary business platforms: Technology Consulting, Technology Solutions, Managed Services and Technology Workforce Solutions. Together, these capabilities enable customers to engage Circle8 through one integrated platform supporting the complete technology lifecycle, from strategic advisory and highly specialized technology professionals to multidisciplinary project teams, end-to-end technology solutions, managed services and long-term operational support.

As organizations accelerate investments in artificial intelligence, cybersecurity, cloud modernization and digital infrastructure, they increasingly require partners capable of delivering complete business outcomes rather than individual services. Circle8's strategy is built around a simple market reality: organizations increasingly want fewer suppliers, greater accountability and one trusted strategic partner capable of combining technology consulting, technology solutions, managed services and technology workforce solutions through one integrated platform. We believe this differentiated operating model positions Circle8 to participate in attractive long-term growth markets while enabling customers to execute increasingly complex technology initiatives with greater speed, flexibility and accountability.

Recently awarded contracts support that strategy. Through its Circle8 platform, the Company announced two major European public-sector agreements valued at \$380 million and \$52 million, reinforcing its position as a trusted partner for enterprise and government organizations executing successful large-scale technology initiatives.

Guus Franke, Executive Chairman and Chief Executive Officer, commented:

"Today's announcement represents far more than a corporate name change. It reflects the evolution of our business and the direction in which we are building the Company.

Our strategy is straightforward. Organizations increasingly want fewer suppliers, greater accountability and one trusted partner capable of delivering complete technology outcomes. Circle8 brings together Technology Consulting, Technology Solutions, Managed Services and Technology Workforce Solutions through one integrated platform, enabling customers to move from strategy to execution with a single partner. We believe this differentiated operating model positions Circle8 for long-term growth while creating greater value for our customers and our shareholders.

Artificial intelligence, cybersecurity, cloud computing and digital infrastructure are reshaping every industry. Our primary focus is to continue investing in higher-value technology capabilities, expand strategic customer relationships and build a stronger global technology platform that delivers sustainable long-term shareholder value.

I would also like to thank Jeffrey for recognizing the strategic opportunity to bring our organizations together and for leading Atlantic through this transformational period. He built the public platform that allows us to pursue this vision, and I look forward to continuing to work closely with him as we build the next chapter of Circle8 together."

Jeffrey Jagid, President, commented:

"The acquisitions of Lyneer and Circle8 fundamentally reshaped our Company and created the new promising platform we envisioned. Today's announcement is the completion of that evolution.

Guus has built an exceptional business and has consistently demonstrated the vision, leadership and entrepreneurial drive to lead Circle8 into its next phase of growth. I have tremendous confidence in him and in the management team we have assembled.

While I am transitioning from the Chief Executive Officer role, I remain fully committed to Circle8 as President and as a member of the Board of Directors."

About Circle8

Circle8 Group (formerly Atlantic International Corp.) is a global technology and workforce solutions company serving enterprise, government and multinational organizations throughout North America and Europe. Through its portfolio of specialized businesses, the Company delivers Technology Consulting, Technology Solutions, Managed Services, Technology

Workforce Solutions, engineering and project delivery capabilities across artificial intelligence, cybersecurity, cloud computing, software engineering, digital infrastructure and mission-critical data centers.

With annualized revenue exceeding \$1.2 billion, Circle8 delivers technology through an integrated platform spanning Technology Consulting, Technology Solutions, Managed Services and Technology Workforce Solutions. By combining these complementary capabilities, the Company helps organizations design, build, modernize and operate the technology environments that power their businesses while strengthening long-term customer relationships and creating sustainable shareholder value.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the proposed corporate name change, ticker symbol change, strategic direction, growth initiatives, future acquisitions and anticipated business opportunities. These statements are based on current expectations and assumptions and are subject to risks and uncertainties that could cause actual results to differ materially. These risks and uncertainties include, among others, the receipt of required approvals, general economic conditions, competitive market factors, customer demand, the successful execution of the Company's strategic initiatives and other risks described in the Company's filings with the Securities and Exchange Commission. The Company undertakes no obligation to update any forward-looking statements except as required by law.

Circle8 Group, Inc. Investor Contact

Kevin Murphy

Chief Financial Officer

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