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 28, 2026

Quantum

Quantum Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-13449**	**94-2665054**
(State or other jurisdiction of incorporation or organization)	(Commission File No.)	(I.R.S. Employer Identification No.)

10770 E. Briarwood Avenue Centennial, CO	**80112**
(Address of Principal Executive Offices)	(Zip Code)

(408) 944-4000
Registrant's telephone number, including area code

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, $0.01 par value per share	QMCO	Nasdaq Global Market

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))

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 September 28, 2026, Quantum Corporation (the "Company") announced the appointment of James C. Clancy as the Company's Chief Operating Officer, effective September 28, 2026. In connection with his appointment, effective as of the same date, Mr. Clancy voluntarily resigned his position as a member of the Company's Board of Directors and as a member of the Company's Audit Committee and Corporate Governance and Nominating Committee.

Mr. Clancy, 59, has served as a business advisor to various technology companies, most recently including Hycu, an artificial intelligence resilience company, Black Kite, a cyber risk management platform provider, Index Engines, a cybersecurity and cyber recovery solutions provider, and Nexus Advisory Partners, a commercial finance advisory firm, since December 2024. Mr. Clancy previously served as the Senior Vice President, Global Sales, Data Protection Solutions at Dell Technologies Inc., a publicly-traded technology company, from 2019 until December 2024. Prior to that, Mr. Clancy held various positions at Dell including President of Global Specialties Sales from 2018 to 2019 and Senior Vice President, Global Sales, Data Protection Solutions from 2013 to 2018. Additionally, Mr. Clancy served as Divisional Vice President, Americas for EMC's Backup Recovery Systems Division at EMC Corporation (later acquired by Dell), from 2011 to 2013 and in various senior roles from 1998 to 2011. Mr. Clancy earned a Bachelor of Business Administration and General Management Degree from the University of Massachusetts Dartmouth.

In connection with his appointment, Mr. Clancy entered into an offer letter (the "Offer Letter") with the Company providing for (a) an annual base salary of $400,000 and (b) participation in the Company's bonus program with a target bonus equal to 60% of his base salary, with the actual payout to be based on company and individual performance. In addition, Mr. Clancy will receive a grant of 150,000 restricted stock units ("RSUs"), which are scheduled to vest annually in three equal installments on each anniversary of the grant date, and an option to purchase 400,000 shares of the Company's common stock, which is scheduled to vest in 48 equal monthly installments beginning on the first day of the first month following the grant date, in each case subject to continued employment and the terms of the Company's 2023 Long-Term Incentive Plan, as amended. The grants are expected to be effective on or around October 1, 2026.

Mr. Clancy also entered into the Company's standard form of change of control agreement for its executive officers (the "Change of Control Agreement"), under which, if a Change of Control (as defined in the Change of Control Agreement) of the Company occurs and within the period beginning three (3) months prior to and ending twelve (12) months following the Change of Control (the "Change of Control Period"), Mr. Clancy's employment with the Company ends as a result of an Involuntary Termination (as defined in the Change of Control Agreement), the Company will provide to Mr. Clancy the following severance payments and benefits:

- a lump sum cash payment equal to (a) twelve (12) months of his then-annual base salary, plus (b) 100% of his target annual bonus opportunity,
- 100% accelerated vesting of his then-outstanding time-vested equity awards, and
- a lump sum cash payment equal to twelve (12) months' worth of COBRA premiums.

In addition, under the terms of the Offer Letter and outside of the Change of Control Period, if Mr. Clancy's employment with the Company is Involuntarily Terminated, the Company will provide to Mr. Clancy the following severance payments and benefits:

- a lump sum cash payment equal to six (6) months of his then-annual base salary, and
- reimbursement of premiums for six (6) months continued COBRA coverage for Mr. Clancy and his eligible dependents (or such earlier date that Mr. Clancy is no longer eligible for COBRA), subject to the terms set forth in the Offer Letter.

The severance payments and benefits described above are subject to Mr. Clancy entering into and not revoking a release of claims in favor of the Company.

The foregoing descriptions of the Offer Letter and the Change of Control Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Offer Letter and the Change of Control Agreement, copies of which are attached as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Mr. Clancy has also entered into the Company’s standard form of indemnification agreement. There is no arrangement or understanding between Mr. Clancy and any other person pursuant to which he was selected as an officer of the Company. There are no transactions between Mr. Clancy and the Company that would be required to be reported under Item 404(a) of Regulation S-K. Additionally, there are no family relationships between Mr. Clancy and any director or executive officer of the Company.

Item 8.01 Other Events.

On September 28, 2026, the Company issued a press release announcing the appointment of Mr. Clancy as Chief Operating Officer. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1#	Offer Letter dated September 24, 2026 by and between the Company and James C. Clancy.
10.2#	Form of Amended and Restated Change of Control Agreement by and between the Company and each of the company's Executive Officers (incorporated by reference to Exhibit 10.5 of the Company's Annual Report on Form 10-K filed August 26, 2025).
99.1	Press Release dated September 28, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

# Indicates management contract or compensatory plan or arrangement.

SIGNATURE

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.

Quantum Corporation
(Registrant)

September 28, 2026	/s/ William H. White
(Date)	William H. White Chief Financial Officer

Exhibit 10.1

Quantum Corporation 10770 E. Briarwood Avenue
Centennial, CO 80112

Via email

Mr. James C. Clancy

September 24, 2026

Dear Jim:

I am pleased to offer to you the opportunity to join Quantum Corporation (Quantum or the Company) as our Chief Operating Officer, reporting directly to me as President and Chief Executive Officer. Your start date is expected to be on or about September 28, 2026.

Base Salary: You will receive an annual base salary of $400,000.00, subject to applicable tax and other required withholding and paid in accordance with the Company's normal payroll procedures.

Bonus Opportunity: In addition, you will be eligible to participate in the Company's annual bonus program, the Quantum Incentive Plan (QIP). Your target bonus opportunity will be 60% of your eligible annual salary. The actual amount earned will be determined based on Quantum's performance against metrics approved by the Board and your own performance, and paid in accordance with the QIP terms. The QIP bonus targets and terms are subject to annual re-evaluation and Board approval.

Equity Grant: The Company will recommend to the Leadership and Compensation Committee (LCC) of the Board of Directors (Board) that you be granted 150,000 time-vested restricted stock units (RSUs) vesting in three equal installments on each anniversary of the Grant Date (as defined below), and an option to purchase 400,000 shares of the Company's Common Stock (the Option), vesting in 48 equal monthly installments beginning on the first day of the first month following the Grant Date. The exercise price of the Option will be the closing sales price of the Company's Common Stock on the Grant Date. All equity awards shall be subject to the terms and conditions of the Company's Long Term Incentive Plan (the Plan) and the standard forms of award agreements approved by the Board.

The RSUs and the Option shall collectively be referred to as the New Hire Awards. Subject to approval by the LCC and the availability of shares, the New Hire Awards will be granted effective on the first day of the first month following your start date (the Grant Date). Your grant information will be administered by the Company's online equity broker, which will provide instructions for creating your account and accepting your grants. Should you voluntarily terminate your employment with Quantum, any unvested equity will be forfeited.

Severance: You will be eligible to enter into Quantum's standard form of Change of Control Agreement, which we will provide to you after you accept this offer. In addition, in the event that (a) you incur an Involuntary Termination other than for Cause or your death or Disability, and (b) your termination occurs outside of the Change of Control Period (all terms as defined in the Change of Control Agreement), Quantum will provide to you the following severance payments and benefits (the Severance):

1. a lump sum cash payment equal to 6 months of your then-annual base salary; and

2. if you elect continuation coverage for you or your eligible dependents (if any) under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA) within the time period prescribed, the Company will provide monthly reimbursements of applicable COBRA premiums for continued coverage under the Company's group health plans in which you participated on the day immediately before your termination date through the earlier of (A) 6 months after the date of termination of your employment with the Company, or (B) the date you and your eligible dependents (if any) are no longer are eligible to receive COBRA continuation coverage (the COBRA Benefits). Notwithstanding the foregoing, if the Company determines in its sole discretion that it cannot provide the COBRA Benefits without potentially violating applicable law (including, without limitation,
Section 2716 of the Public Health Service Act), then in lieu of the COBRA Benefits, the Company will provide to you during the 6 months following your termination a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue coverage under the COBRA Benefits. Such payments would be made regardless of whether you elect COBRA continuation coverage, solely if Quantum is unable to provide the COBRA Benefits.

The Severance is subject to your entering into and not revoking a release of claims in favor of the Company (the Release), within the period required by the Release. Any salary Severance due to you under clause 1. above will be paid in accordance with the severance plan terms.

If the termination of your employment with the Company occurs on a date during the Change of Control Period, then the terms of the Change of Control Agreement will govern the eligibility and payment of any severance benefits to you and no Severance will be payable to you under this letter. Any Severance under this offer letter also will be subject to the relevant provisions set forth in the Change of Control Agreement.

Other Benefits: Quantum's flexible benefit program provides a full range of benefits for you and your qualified dependents. A benefit overview packet will be provided following your acceptance and a detailed benefits review will be included in your orientation.

Additionally, you will be eligible to participate in the Company's Deferred Compensation Program. Program information will be sent to you following your acceptance of this offer.

Confidential Information: During your employment with Quantum, you will have access to confidential and proprietary information, which Quantum vigorously protects. Therefore, this offer is conditioned on your execution and delivery to Quantum of its Proprietary Information and Invention Agreement. You will receive the agreement for electronic signature during your onboarding process.

Offer Terms: This offer is contingent upon your successful completion of a background verification process and proof of your employment eligibility. As a condition of this offer, if you accept the position of Chief Operating Officer and execute this letter, you hereby resign from the Board (and any committees on which you currently serve) effective as of your employment start date.

This offer supersedes any and all other written or verbal offers. Employment at Quantum is at will. Either you or Quantum has the right to terminate your employment at any time for any reason, with or without cause.

To confirm your acceptance of our offer, please return a signed copy of this letter. Please contact me directly with any questions about your offer.

Jim, we look forward to having you join the Quantum executive team.

Sincerely,

/s/ Hugues Meyrath
Hugues Meyrath
President and Chief Executive Officer

Acceptance
I understand and accept the terms of this offer of employment.

/s/ James C. Clancy September 24, 2026

James C. Clancy Date

Exhibit 99.1

Quantum Appoints James C. Clancy as Chief Operating Officer

Data management veteran joins Quantum to help enhance organizational performance, drive customer success, and accelerate the next phase of growth

CENTENNIAL, Colo., September 28, 2026 — Quantum Corporation (Nasdaq: QMCO) today announced the appointment of James C. Clancy to the position of Chief Operating Officer. In this role, Clancy will guide the Company's execution of its operational and strategic objectives, with the goal of strengthening organizational performance, supporting revenue growth and customer success, and advancing Quantum's ongoing transformation initiatives. Clancy is joining Quantum at a critical juncture for the business, as the Company looks to build on its performance momentum by scaling its ability to provide storage solutions that enable customers to ensure the right data is in the right place at the right cost.

"Jim has developed a deep understanding of our business and our customers through his work on the Board of Directors over the last year," said Hugues Meyrath, President and Chief Executive Officer of Quantum. "Given the opportunities we see ahead, the Board and I felt that it was the right time to leverage Jim's expertise in a more integrated way. Throughout Jim's career, he has consistently built high-performing organizations, driven operational excellence, and delivered growth at scale. As we continue working toward increasing long-term value generation, Jim's leadership will help strengthen operational execution, drive expanded market opportunities, and enhance the service we deliver to customers and partners worldwide."

Clancy is an accomplished technology executive with extensive expertise in global data protection, cyber recovery, enterprise storage, and go-to-market leadership. Throughout his career, Clancy has held leadership roles across some of the industry's most recognized companies. Most notably, as President of Global Storage Sales at Dell, he drove significant global sales growth worldwide. As Senior Vice President of Global Sales for Dell EMC's Data Protection Solutions, he enhanced sales and data efficiency for the industry market leader. Clancy also served as Senior Vice President at Dell Technologies, where he provided strategic leadership to improve customer relationships, streamline operations, and drive profitable revenue growth. Earlier roles also include Divisional Vice President of Americas for EMC's Backup Recovery Systems Division and Specialty Sales Management at EMC Corporation (now Dell EMC, DPS). Clancy has also served as a business advisor to HYCU, Black Kite, Index Engines, and Nexus Advisory Partners.

"Since joining the Quantum Board last year, I've had the opportunity to work closely with Hugues and the leadership team and to see firsthand the strength of the Company's technology, people, customer relationships, and market position," said Clancy. "Organizations around the world are facing unprecedented growth in data and increasing pressure to manage that data more efficiently, securely, and cost-effectively. Quantum is uniquely positioned to help customers meet those challenges. I am excited to take on this new role to strengthen execution, accelerate growth, enhance the customer experience, and create long-term value for our customers, partners, employees, and shareholders."

Clancy earned a Bachelor of Business Administration and General Management from the University of Massachusetts Dartmouth. In conjunction with Clancy accepting the Chief Operating Officer role, he voluntarily resigned from his position as a member of the Quantum Board and its committees.

About Quantum

Quantum delivers end-to-end data management solutions designed for the AI era. With over four decades of experience, our data platform has allowed customers to extract the maximum value from their unique, unstructured data. From high-performance ingest that powers AI applications and demanding data-intensive workloads, to massive, durable data lakes to fuel AI models, Quantum delivers the most comprehensive and cost-efficient solutions. Leading organizations in life sciences, government, media and entertainment, research, and industrial technology trust Quantum with their most valuable asset – their data. For more information, visit www.quantum.com.

Forward-Looking Statements

The information provided in this press release may include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements are largely based on our current expectations and projections about future events and financial trends affecting our business. Such forward-looking statements include, in particular, statements about the anticipated benefits of Quantum's appointment of Mr. Clancy as Chief Operating Officer as well as our strategic priorities, positioning, business prospects, momentum, changes and trends in our business, and the markets in which we operate.

These forward-looking statements may be identified by the use of terms and phrases such as "anticipates", "believes", "can", "could", "estimates", "expects", "forecasts", "intends", "may", "plans", "projects", "targets", "will", and similar expressions or variations of these terms and similar phrases. Additionally, statements concerning future matters and other statements regarding matters that are not historical are forward-looking statements.

Investors are cautioned that these forward-looking statements relate to future events or our future performance and are subject to business, economic, and other risks, and uncertainties, both known and unknown, that may cause actual results, levels of activity, performance or achievements to be materially different from those expressed or implied by any forward-looking statements.

Such risks and uncertainties include, without limitation, the following: the competitive pressures we face; risks associated with executing our strategy; the distribution of our products and the delivery of our services effectively; the development and transition of new products and services and the enhancement of existing products and services to meet customer needs and respond to emerging technological trends; and other risks described herein and in our filings with the SEC, including under "Risk Factors" in our Annual Report on Form 10-K and any subsequent reports filed with the SEC. We do not intend to update or alter our forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.