
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

For the month of June 2026

Commission file number: 001-42648

K WAVE MEDIA LTD.

**c/o Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman, KY1-1104
Cayman Islands
(703) 790-0717
(Address of Principal Executive Offices)**

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

K Wave Media Ltd. Enters into Agreement to Rescind Purchase of Solaire Partners LLC

As previously announced, on March 31, 2023, K Enter Holdings Inc. (“K Enter”), a wholly owned subsidiary of K Wave Media Ltd., a Cayman Islands exempted company (the “Company”), entered into that certain Equity Purchase Agreement (the “Solaire Purchase Agreement”), by and among K Enter and Pyungho Choi, Youngjae Lee, Hyojeong Song, CY Holdings Co., Ltd., Soogyong Park, Nayoung Hyun, Myeonghyeon Lee and Minsoo Kim (collectively, the “Solaire Sellers”), pursuant to which the Company purchased from the Solaire Sellers an aggregate of 95% of the equity interests (collectively, the “Solaire Equity”) in Solaire Partners LLC (“Solaire”). In consideration of the Solaire Equity, the Company issued to the Solaire Sellers an aggregate of 9,827,057 of the Company’s Ordinary Shares, par value \$0.0001 per share (“Ordinary Shares”). Mr. Pyeungho Choi currently serves as Chairman of the Company’s Board of Directors.

On May 29, 2026, the Company entered into a Rescission and Termination Agreement (the “Rescission Agreement”), by and among the Company and Pyungho Choi, Youngjae Lee, CY Holdings Co., Ltd., Soogyong Park, Myeonghyeon Lee and Minsoo Kim (collectively, the “Rescission Sellers”), pursuant to which the Company and the Rescission Sellers agreed to terminate and rescind the Solaire Purchase Agreement, the Company agreed to transfer the Solaire Equity to the Rescission Sellers within 60 days of the execution of the Rescission Agreement, and the Rescission Sellers agreed to transfer 9,827,057 Ordinary Shares to the Company within 60 days of the execution of the Rescission Agreement. Additionally, pursuant to the Rescission Agreement, Pyeungho Choi agreed to resign from, and as Chairman of, the Company’s Board of Directors within 60 days of the execution of the Rescission Agreement, subject to the consummation of the transfers of the Shares and the 9,827,057 Ordinary Shares under the Rescission Agreement. The Rescission Agreement contains a mutual release, pursuant to which Company and the Rescission Sellers released each other from all claims relating to the Solaire Purchase Agreement.

The foregoing description of the Rescission Agreement is not complete, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the full text of the Rescission Agreement, a copy of which is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

On June 4, 2026, the Company issued a press release announcing the execution of the Rescission Agreement and the transactions thereunder. The press release is furnished as Exhibit 99.2 hereto and is incorporated herein by reference.

Forward Looking Statements

This Report on Form 6-K includes forward-looking statements that involve risks and uncertainties. Forward-looking statements are statements that are not historical facts. Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ from the forward-looking statements, including those set forth in any subsequent filings with the U.S. Securities and Exchange Commission (the “SEC”). Copies of the Company’s filings with the SEC are available on the SEC’s website, www.sec.gov. The Company expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements to reflect any change in the Company’s expectations or any change in events, conditions or circumstances on which any statement is based.

Exhibit No.	Description of Exhibit
99.1	Rescission and Termination Agreement, dated May 29, 2026, K Wave Media Ltd., Pyungho Choi, Youngjae Lee, CY Holdings Co., Ltd., Soogyong Park, Myeonghyeon Lee and Minsoo Kim.
99.2	Press Release, dated June 4, 2026.

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, thereunto duly authorized.

K Wave Media Ltd.

Date: June 4, 2026

By: /s/ Ted Kim

Name: Ted Kim

Title: Chief Executive Officer

RESCISSION AND TERMINATION AGREEMENT

This Rescission and Termination Agreement (this “Agreement”) is made as of May 29, 2026 (the “Effective Date”), by and between:

- K Wave Media Ltd, an exempted company incorporated under the laws of the Cayman Islands (“KWM”); and
- Pyeungho Choi (“Party A”) and Youngjae Lee (“Party B”), Other Shareholders (“Party C”) together (“Solaire”).

KWM and Solaire are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, KWM and Solaire previously entered into that certain Share Purchase Agreement dated as of March 31, 2023 (the “Original SPA”), pursuant to which KWM acquired 95% of the issued and outstanding shares of Solaire Partners, an entity organized under the laws of the Republic of Korea (“Solaire”);

WHEREAS, pursuant to the Original SPA:

- KWM issued 586,215 shares for Party A’s interest in Solaire and 4,434,068 shares as a co-founder of K Enter Holdings Inc., or **5,020,283** shares total ordinary shares of KWM.
- KWM issued 237,233 shares for Party B’s interest in Solaire and 4,671,301 shares as a co-founder of K Enter Holdings Inc., or **4,671,301** shares total ordinary shares of KWM.
- KWM issued a total of 135,473 shares in exchange for Party C’s interest in Solaire shares, allocated as follows:
 - Song Hyojung: 48,383 shares
 - CY Holdings: 48,383 shares
 - Park Sugyeong: 19,353 shares
 - Lee Myunghyun: 9,677 shares
 - Kim Minsu: 9,677 shares

WHEREAS, the Parties desire to rescind and unwind the transactions contemplated under the Original SPA in their entirety and restore, to the extent practicable, their respective positions prior to the Original SPA;

WHEREAS, in connection with such rescission, the Parties intend that:

- Ownership of Solaire shall be returned to Party A, Party B and Party C;
 - **9,827,057** of issued shares of KWM for Party A, Party B and Party C shall be returned to KWM.
 - Party A shall resign from the board upon both parties’ completion of the subject agreement, or within 60 days from the date of this Agreement.
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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. RESCISSION AND TERMINATION OF ORIGINAL SPA

1.1 Rescission and Termination

Effective as of the Effective Date, the Parties hereby mutually rescind, terminate, and cancel the Original SPA in its entirety, as if it had never been entered into, subject to the provisions of this Agreement.

1.2 No Further Effect.

From and after the Effective Date, the Original SPA shall be of no further force or effect, and neither Party shall have any rights or obligations thereunder, except as expressly set forth herein.

2. RETURN OF SOLAIRE SHARES

2.1 Transfer Back to Party A, Party B and Party C

KWM shall transfer, assign, and deliver to Party A, Party B and Party C (or his designated affiliate) 100% of the issued and outstanding shares of Solaire that KWM received, free and clear of all liens, claims, and encumbrances.

2.2 Closing Mechanics.

The transfer of respective shares shall be returned and completed within 60 days following the signing of this agreement. Upon the transfer, the following are to occur.

- execution of share transfer instruments;
- updates to shareholder registers; and
- any required filings under applicable Cayman and Korean laws.

2.3 Further Assurances.

Each Party shall execute and deliver such additional documents as may be reasonably required to effectuate the transfer contemplated herein.

3. RETURN OF KWM SHARES

- **9,827,057** of issued shares of KWM for Party A, Party B and Party C shall be returned to KWM. 5,020,283 ordinary shares from Party A and 4,671,301 shares from Party B and 135,473 shares from Party C to KWM.
- Party A shall resign from the board upon both parties' completion of the subject agreement, or within 60 days from the date of this Agreement.
- Party A and B are given 60 days from the date of this Agreement to complete the transfer of the subject shares.

3.1 Transfer Back to KWM.

Part A, B and C shall transfer, assign, and deliver to KWM the issued and outstanding shares of KWM that the parties received, free and clear of all liens, claims, and encumbrances.

3.2 Closing Mechanics.

The transfer of respective shares shall be returned and completed within 60 days following the signing of this agreement. Upon the transfer, the following are to occur.

- execution of share transfer instruments;
- updates to shareholder registers; and
- any required filings under applicable Cayman and Korean laws.

3.3 Further Assurances.

Each Party shall execute and deliver such additional documents as may be reasonably required to effectuate the transfer contemplated herein.

Party A, B, and Solaire's management and its (potential) assignees shall be obligated to cooperate and fulfill the audit responsibility for the period from January 1, 2026, through the final date of the completion of the subject rescission and termination agreement.

4. CONSIDERATION AND RELEASE OF LIABILITIES

4.1 No Further Consideration.

Except as expressly set forth herein, no further consideration shall be owed by either Party.

5. TREATMENT OF PRIOR SHARE ISSUANCE

5.1 Acknowledgment.

The Parties acknowledge that:

5.2 No Clawback.

KWM hereby agrees that it shall have no right to rescind, recover, or claw back such shares or any proceeds thereof other than the shares specified under 4.1 above.

5.3 Final Settlement.

The Parties agree that the prior issuance and disposition of such shares shall constitute part of the final economic settlement between the Parties.

6. MUTUAL RELEASE

6.1 By Party A, Party B and Party C

Party A, Party B, and Party C release KWM and its affiliates, directors, officers, and shareholders from any and all claims arising out of or relating to the Original SPA.

6.2 By KWM.

KWM releases Party A, Party B, and Party C from any and all claims arising out of or relating to the Original SPA, including, without limitation, any claims relating to the prior ownership or operation of Solaire.

6.3 Scope.

This release includes all claims, whether:

- known or unknown;
- suspected or unsuspected;
- fixed or contingent.

7. REPRESENTATIONS AND WARRANTIES

7.1 Authority.

Each Party has full power and authority to enter into this Agreement.

7.2 Ownership of Solaire

KWM represents that it holds 95% of the shares of Solaire, free and clear of encumbrances (except as disclosed).

7.3 No Other Agreements.

Each Party represents that there are no other agreements inconsistent with this Agreement.

8. NO ADMISSION

This Agreement is entered into as a compromise and settlement and shall not be construed as an admission of liability by either Party.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the relevant laws of Cayman Islands, Republic of Korea, and New York USA.

10. CONDITIONS PRECEDENT

This Agreement may be made subject to:

- approval by the board of directors of KWM;

11. MISCELLANEOUS

- Entire Agreement. This Agreement constitutes the entire agreement between the Parties.
- Amendments. Must be in writing signed by both Parties.
- Counterparts. May be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

K WAVE MEDIA LTD

By: /s/ Ted Kim
Name: Ted Kim
Title: CEO

Party A;

By: /s/ Pyeungho Choi
Pyeungho Choi

Party B:

By: /s/ Youngjae Lee
Youngjae Lee

Party C:

By: /s/ Song Hyojung
Song Hyojung

Party C:

By: /s/ CY Holdings
CY Holdings

Party C:

By: /s/ Park Sugyeong
Park Sugyeong

Party C:

By: /s/ Lee Myunghyun
Lee Myunghyun

Party C:

By: /s/ Kim Minsu
Kim Minsu

K Wave Media Announces Rescission and Termination of Solaire Share Purchase Agreement

New York and Seoul, South Korea – June 4, 2026 – K Wave Media Ltd. (“KWM” or the “Company”) today announced that it has entered into a Rescission and Termination Agreement with the former shareholders of Solaire Partners LLC (“Solaire”), pursuant to which the parties have agreed to mutually rescind and terminate the Share Purchase Agreement originally entered into on March 31, 2023.

Under the terms of the agreement, ownership of Solaire will be returned to its former shareholders, and approximately 9.8 million ordinary shares of KWM previously issued in connection with the transaction as well as co-founder shares will be returned to KWM in 60 days or less and held as treasury shares or cancelled, as determined by the board and subject to applicable Cayman Islands law and the completion of transfer procedures.

This rescission marks a decisive step in KWM’s strategic transformation into a focused Artificial Intelligence company. By unwinding the Solaire acquisition, the Company is streamlining its operations to concentrate capital, management attention, and resources exclusively on its AI-driven growth initiatives. The return of approximately 9.8 million ordinary shares represents a meaningful reduction in share dilution, directly strengthening the equity position of existing shareholders and improving the Company’s capital structure as it advances its AI strategy.

The transaction is intended to fully unwind the original acquisition of Solaire and, to the extent practicable, restore the parties to their respective positions prior to the transaction.

Ted Kim, Chief Executive Officer of K Wave Media, stated: “ This rescission is a pivotal execution of KWM’s strategic pivot toward becoming a pure-play Artificial Intelligence company. Divesting non-core assets allows us to sharpen our focus on AI-driven opportunities that we believe represent the most compelling long-term value creation path for our shareholders. Equally important, the return of approximately 9.8 million shares to the Company materially reduces outstanding share dilution, reinforcing our commitment to capital discipline and enhancing value for our existing shareholder base. We are building KWM with clarity of purpose — and this agreement reflects that commitment.”

The rescission agreement also provides for mutual releases among the parties relating to the original transaction.

The completion of the rescission remains subject to customary closing procedures and approvals, including the transfer of Solaire shares and the return of KWM shares contemplated under the agreement.

About K Wave Media Ltd.

K Wave Media Ltd. is a Nasdaq-listed company undergoing a strategic transformation toward investments in AI infrastructure, including data centers, compute resources, and AI-related technologies. Subject to shareholder approval at the Company's upcoming annual meeting, expected in early July 2026, KWM intends to rebrand as Talivar Technologies.

Forward-Looking Statements

This press release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "future," "outlook," and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking.

These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of other performance metrics and projections of market opportunity. These statements are based on various assumptions, whether or not identified in this communication, and on the current expectations of KWM's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction, or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and may differ from assumptions. Many actual events and circumstances are beyond the control of KWM. Some important risks that could cause actual results to differ materially from those in any forward-looking statements include changes in domestic and foreign business, market, financial, political, and legal conditions.

If any of these risks materialize or KWM's assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that KWM does not presently know, or that KWM currently believes are immaterial, that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect KWM's current expectations, plans, and forecasts of future events and views as of the date hereof.

Nothing in this communication should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved.

You should not place undue reliance on forward-looking statements in this communication, which speak only as of the date they are made and are qualified in their entirety by reference to the cautionary statements herein and the risk factors of KWM described in KWM's Annual Report on Form 20-F filed with the SEC on May 15, 2025, including those under the heading "Risk Factors" therein. KWM anticipates that subsequent events and developments may cause its assessments to change. However, while KWM may elect to update these forward-looking statements at some point in the future, KWM specifically disclaims any obligation to do so, except as required by law. The forward-looking statements contained herein should not be relied upon as representing KWM's assessments as of any date subsequent to the date of this communication. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Media Contact

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