

**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 Earliest Event reported): December 13, 2025 (December 16, 2025)

National Vision Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-38257
(Commission File Number)

46-4841717
(IRS Employer Identification No.)

**2435 Commerce Avenue
Bldg. 2200
Duluth, Georgia 30096-4980**
(Address of principal executive offices, including zip code)

(770) 822-3600
(Registrant's telephone number, including area code)

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))

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	EYE	Nasdaq

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 1.01 Entry into a Material Definitive Agreement.

On December 13, 2025, National Vision, Inc. (the “Subsidiary”), a Georgia corporation and a subsidiary of National Vision Holdings, Inc. (the “Company”), and Essilor of America, Inc., (“Essilor”), a Delaware corporation, entered into Amendment No. 3 (the “Amendment”) to the Letter Agreement dated November 12, 2018, by and between the Subsidiary and Essilor, as subsequently amended (the “Letter Agreement”).

The Amendment amends the Letter Agreement to, among other things, extend the initial term by two years from May 31, 2026, to May 31, 2028, and update pricing terms.

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

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No. Description

[10.1*](#) [Third Amendment to the Direct Lens Letter Agreement, dated December 13, 2025, by and between Essilor of America, Inc. and National Vision, Inc.](#)

104 Cover page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

* Certain identified information has been excluded from the exhibit pursuant to Item 601(b)(10)(iv) of Regulation S-K.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed by the undersigned hereunto duly authorized.

National Vision Holdings, Inc.

Date: December 16, 2025

By: /s/ Jared Brandman

Name: Jared Brandman

Title: Chief Legal & Strategy Officer, Corporate Secretary

*The portion of this exhibit marked with “[***]” has been excluded pursuant to Item 601(b)(10)(iv) of Regulation S-K because such information is (i) not material and (ii) the type of information that the registrant treats as private or confidential.*

THIRD AMENDMENT TO DIRECT LENS LETTER AGREEMENT

This Third Amendment to the Direct Lens Letter Agreement (the “Third Amendment”), dated effective as of January 1, 2026 (“Effective Date”), is by and between Essilor of America, Inc., (“Essilor”), a Delaware corporation, and National Vision, Inc. (“NVI”), a Georgia corporation, and provides as follows:

W I T N E S S E T H :

WHEREAS, Essilor and NVI are parties to that certain Direct Lens Agreement, executed effective November 12, 2018, and amended July 19, 2022 and November 8, 2023, (collectively the “DL Letter Agreement”); and

WHEREAS, Essilor and NVI desire to further amend the DL Letter Agreement upon the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. All capitalized terms used but not defined in this Third Amendment shall have the meaning assigned to them in the DL Letter Agreement.

2. Section 2 - Direct Lenses

The following sentence is hereby added to the end of the first paragraph in Section 2:

[***]

3. Section 4(a) - Term

Section 4(a) shall be amended to read as follows:

Term. The term of this Agreement shall extend from June 1, 2019, until May 31, 2028 (the “Initial Term”), unless terminated earlier (or extended) pursuant to the terms of this Agreement. Thereafter, this Agreement shall automatically renew on a month-to-month basis (collectively the “Renewal Term”), unless either party gives the other at least thirty (30) days’ prior written notice of the end of the Initial Term or Renewal Term, as applicable, of its desire to terminate the Agreement. Notwithstanding the forgoing, Customer shall have the ability to unilaterally extend this Agreement an additional calendar quarter after the proposed termination date. The Initial Term and the Renewal Term shall collectively be referred to herein as the “Term.”

Each one (1) year anniversary of this Agreement shall be referred to as a “Contract Year.” By way of example, Contract Year 1 shall extend from June 1, 2019 until May 31, 2020.

4. Section 24 – Notices

The reference to Megan Molony shall be replaced with Ana Moeddel, Chief Merchandising Officer.

5. Schedule A

Schedule A of the DL Letter Agreement is hereby deleted in its entirety and replaced with the Schedule A attached hereto as of the Effective Date.

6. Miscellaneous.

(a) Except as specifically amended by this Third Amendment, all provisions of the DL Letter Agreement remain in full force and effect, and the DL Letter Agreement, as amended by this Third Amendment, will from and after the Effective Date hereof be read as a single integrated document incorporating the changes effected by this Third Amendment.

(b) The DL Letter Agreement, as amended, is hereby ratified and confirmed by the parties hereto.

(c) If there is a conflict between the provisions of the DL Letter Agreement and the Third Amendment, the provisions of this Third Amendment will control.

(d) This Third Amendment may be signed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Direct Lens Agreement as of the Effective Date written above.

ESSILOR OF AMERICA, INC.

NATIONAL VISION, INC.

By: /s/ Fabrizio Uguzzoni

Name: Fabrizio Uguzzoni

Title: President, North America

By: /s/ Ana Moeddel

Name: Ana Moeddel

Title: Chief Merchandising and Managed Care Officer

Schedule A

(Pricing)

[**]
