

**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): February 23, 2026

**EASTMAN KODAK COMPANY**

(Exact name of Registrant as specified in its charter)

**NEW JERSEY**  
(State or other jurisdiction of incorporation)

**1-87**  
(Commission File Number)

**16-0417150**  
(IRS Employer  
Identification No.)

**343 State Street  
Rochester, NY 14650**  
(Address of principal executive offices with zip code)

**(800) 356-3259**  
(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))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.01 per share	KODK	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 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Principal Officers

On February 23, 2026, Eastman Kodak Company (the “Company”) entered into a new Executive Chairman and CEO Agreement (the “Employment Agreement”) with James V. Continenza, the Company’s Executive Chairman and Chief Executive Officer, effective as of January 1, 2026 (the “Effective Date”), which extends the term of Mr. Continenza’s employment until December 31, 2030 (the “Term”). The Employment Agreement replaces in its entirety Mr. Continenza’s existing employment agreement with the Company, dated November 29, 2023, the term of which was scheduled to expire on February 26, 2027.

Under the Employment Agreement, Mr. Continenza: (i) will receive an annual base salary in an amount equal to \$1,200,000, (ii) is entitled to an annual cash incentive of up to 125% of base salary based on achievement by the Company of its annual plan, but determined by the Company’s Compensation, Nominating and Governance Committee (the “Committee”) in its discretion taking into consideration its evaluation of Mr. Continenza’s and the Company’s performance, (iii) received a renewal award comprised of 5 million restricted stock units (“RSUs”) which will vest in equal annual installments over a five-year period on December 31 of each year, commencing with December 31, 2026 (“Renewal RSUs”), and (iv) is entitled to an annual award of RSUs having a value of \$2,500,000, half of which will vest in substantially equal annual installments over a three-year period following the grant date (“Time-Vesting RSUs”) and the other half of which will vest following a three-year performance period based on the achievement of pre-defined goals established by the Committee and subject to Committee discretion (“Performance-Vesting RSUs”).

The RSUs will be granted pursuant to the Company’s 2013 Omnibus Incentive Plan (as amended and restated from time to time and any successor plan, the “Plan”), and the Renewal RSUs will be granted as soon as practicable following the execution of the Employment Agreement. The first grants of Time-Vesting RSUs and Performance-Vesting RSUs under the Employment Agreement are scheduled to be made in February 2027 with subsequent grants in the February of each year thereafter during the Term. The vesting of RSUs is subject to Mr. Continenza’s continued employment through the applicable vesting date, except as otherwise expressly provided for in the Employment Agreement or in the applicable award agreement.

In the event the Company terminates Mr. Continenza’s employment without “cause” or Mr. Continenza voluntarily terminates his employment for “good reason”, Mr. Continenza will be eligible to receive, subject to Mr. Continenza executing, delivering and not revoking a release of claims, (i) an amount equal to two years of his annual base salary and two years of his annual incentive award, (ii) any earned but unpaid annual incentive award for the fiscal year ending immediately prior to the year in which his employment was terminated, (iii) an amount equal to his annual cash incentive award for the fiscal year in which his employment is terminated, to the extent that the applicable performance goals are achieved, pro-rated based upon the number of days from the beginning of such fiscal year through the date his employment terminates, (iv) accelerated vesting of unvested Renewal RSUs or Time-Vesting RSUs that would have vested but for the termination of his employment, (v) any Performance-Vesting RSUs banked as of the date of the termination of his employment in accordance with the terms of such Performance-Vesting RSUs, (vi) the continued employment requirement applicable to any unvested Performance Vesting RSUs will be waived, and such Performance Vesting RSUs will vest based on the achievement of the applicable performance-vesting requirements and be settled on the same basis as if Mr. Continenza had remained employed through the end of the applicable performance period; , and (vii) continued participation in all health, medical and dental plans and programs maintained by the Company during the 18-month COBRA coverage period following the termination of his employment and Company payment of the required COBRA premiums to maintain such coverage.

In the event of the termination of Mr. Continenza’s employment during the Term due to his death, his disability or his retirement after obtaining age 65 or due to his being physically unable to perform the actions required of his position, he will be eligible to receive, subject to Mr. Continenza executing, delivering and not revoking a release of claims, (i) any earned but unpaid annual incentive award for the fiscal year ending immediately prior to the year in which his employment is terminated, (ii) an amount equal to his annual cash incentive award for the fiscal year in which his employment is terminated, to the extent that the applicable performance goals are achieved, pro-rated based upon the number of days from the beginning of such fiscal year through the date his employment terminates, (iii) accelerated vesting of any unvested Renewal RSUs or Time-Vesting RSUs that would have vested but for the termination of his employment, (iv) any Performance-Vesting RSUs banked as of the date of the termination of his employment in accordance with the terms of such Performance-Vesting RSUs, and (v) the continued employment requirement applicable to any unvested Performance Vesting RSUs will be waived, and such

Performance Vesting RSUs will vest based on the achievement of the applicable performance-vesting requirements and be settled on the same basis as if Mr. Continenza had remained employed through the end of the applicable performance period,

The Employment Agreement also requires that Mr. Continenza give at least 61 days' written notice of the exercise of any stock options granted to him pursuant to the terms of any award granted to him in February 2019 or July 2020 under the Plan to the extent that, after giving effect to the issuance of the Common Stock resulting from such exercise, Mr. Continenza (together with his affiliates and any person acting as a group (as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 13d-5(b)(1) promulgated thereunder)), would beneficially own more than 4.99% (as calculated pursuant to Section 13(d) of the Exchange Act and Rule 13d-3 promulgated thereunder) of the then issued and outstanding shares of Common Stock.

The above summary of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which will be filed as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

**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.

**EASTMAN KODAK COMPANY**  
(Registrant)

/s/ Roger W. Byrd  
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Roger W. Byrd  
General Counsel, Secretary and Senior Vice President

Date: February 27, 2026

