

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): March 18, 2026

NATURAL ALTERNATIVES INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Commission File Number: 000-15701

Delaware
(State or other jurisdiction of
incorporation)

84-1007839
(IRS Employer
Identification No.)

1535 Faraday Avenue, Carlsbad, CA 92008
(Address of principal executive offices, including zip code)

760-736-7700
(Registrant's telephone number, including area code)

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

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 Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common	NAII	NASDAQ

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

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

The Amended and Restated Employment Agreement dated October 1, 2015, by and between Natural Alternatives International, Inc. and Mark A. LeDoux, the Company's Chief Executive Officer, as most recently amended by the Second Amendment dated July 1, 2021, was amended effective May 1, 2026, (the "NAI Amendment"). The NAI Amendment reflects a decrease in base salary from \$475,000 per year to \$255,000 per year, and certain other reductions of Company benefits otherwise paid to all Officers. The NAI Amendment was made in connection with the CEO entering into an Employment Agreement to concurrently serve as the Managing Director of the registrant's wholly owned subsidiary Natural Alternatives International, Inc. Europe, a Swiss corporation, (the "NAIE Employment Agreement"). The NAIE Employment Agreement is also effective May 1, 2026, with a base salary of 170,000 CHF per year. The NAI Amendment was entered into with the intention the base salary and total compensation of the CEO pursuant to the NAI Amendment plus the base salary and total compensation of Mr. LeDoux pursuant to the NAIE Employment Agreement would be approximately the same subject only to variations in currency values between U.S. Dollars and Swiss Francs.

Mr. LeDoux, while continuing current duties as CEO of NAI, has agreed to serve as the Managing Director of the Swiss subsidiary in an effort to expand the combined companies worldwide revenue and provide the Company's customers with more opportunities to expand their offerings inside and outside of the U.S by increasing the capability of the registrant's Swiss operations. In connection with the NAIE Employment Agreement the CEO has committed to spend at least half his time in Switzerland. Mr. LeDoux will continue to serve as the Chairperson of the Board of Directors of both corporations.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

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|-------|---|
| 10.69 | Third Amendment to Employment Agreement by and between NAI and Mark A. LeDoux effective May 1, 2026. |
| 10.70 | Employment Agreement by and between Natural Alternatives International Europe and Mark A. LeDoux effective May 1, 2026. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

**THIRD AMENDMENT TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Third Amendment ("Amendment") is an amendment to the Amended and Restated Employment Agreement dated effective October 1, 2015 by and between Natural Alternatives International, Inc., a Delaware corporation ("Company"), and Mark LeDoux ("Employee"), as subsequently amended September 18, 2020, and July 1, 2021, (the "NAI Employment Agreement"). This Amendment is in connection with a complimentary Employment Agreement between Employee and a wholly owned subsidiary of the Company Natural Alternatives International Europe, a Swiss corporation, ("NAIE Agreement") whereby NAIE is employing Employee as the Managing Director of NAIE. The NAIE Agreement is effective May 1, 2026. This Amendment is made and entered into effective as of May 1, 2026. Unless otherwise defined herein, capitalized terms shall have the meanings given in the NAI Employment Agreement.

1. Section 3. b. of the NAI Employment Agreement relating to limitations on the Employee's other business activity is hereby amended only to the extent necessary (if any) to allow for the NAIE Agreement.
2. In light of the NAIE Agreement, Section 4.a., of the NAI Employment Agreement, is changed so Employee's base salary, is decreased to Two Hundred Fifty Five Thousand Dollars (\$255,000) per year effective May 1, 2026.
3. Section 5.b. of the NAI Employment Agreement relating to termination of the Employee without cause, is hereby amended only to state Employee's severance payment shall be based on the sum of his base salary at NAI and at NAIE.
4. Section 7.c. of the NAI Employment Agreement related to termination of the Employee without cause following a Change in Control, is hereby amended only to state Employee's severance payment shall be based on the sum of his base salary at NAI and at NAIE.
5. Section 11. of the NAI Employment Agreement relating to competitive activity is hereby amended only to the extent necessary (if any) to allow for the NAIE Agreement.

Except as set forth herein, all other terms and conditions of the NAI Employment Agreement shall remain in full force and effect.

signatures on following page

IN WITNESS WHEREOF, the undersigned have executed this Amendment on March 18, 2026.

EMPLOYEE

/s/ Mark A. LeDoux

Mark A. LeDoux

COMPANY

Natural Alternatives International, Inc.,
a Delaware corporation

/s/ Kenneth E. Wolf

Kenneth E. Wolf, President

Employment Agreement

as of 11 March 2026

between **NAIE Natural Alternatives International Europe SA**
Centro Galleria 1, 6928 Manno
Switzerland
referred to as: "Employer"

and **Mark LeDoux**
64 Dow Road, Hollis NH 03049
Unites States of America
referred to as: "Employee"

concerning Employment as Managing Director

1 Function, Scope and Duties of Employment

Employee takes on the position and function of Managing Director of Employer.

The normal place of work is Manno.

The Employee shall take on the duties and obligations that are usually involved with his function in accordance with the terms and conditions of this Employment Agreement ("*Agreement*"), with the Articles of Association of Employer, with the law and with the instructions and directives of the Board of Directors of Employer. As general directives apply, unless otherwise stated in the present Employment Agreement, the organizational regulation of Employer as well as directives and instructions of Employer and/or its parent company Natural Alternatives International, Inc. ("*NAI*").

The duties and responsibilities of the Employee include in particular:

- a) analyzing and enhancing collaboration between Employer and local, regional, and international commercial partners;
- b) attracting companies based outside of the United States to have their products manufactured by Employer;
- c) regular reporting to the Board of Directors of Employer with regard to potential commercial partners; and
- d) providing a liaison with the Board of Directors of NAI.

2 Start of Work, Employment Term

This Agreement is made with effect as of 1 May 2026, or the day of authorization from the Swiss Migration authority if subsequent to such date.

This Agreement is made for an indefinite period. There is no probation period. It may be terminated by either party with 3 months' notice, as per the end of each month.

3 Salary, Bonus

The Employee shall be entitled to a fixed gross salary of CHF 170'000 per year, payable after deduction of the Employee's contributions to the social insurances and pensions scheme under applicable laws and regulations, in twelve identical installments at the end of each calendar month, and an additional identical installment at the end of December. For the first year the thirteenth installment is payable *pro rata temporis*.

In addition to the fixed salary, Employer may pay to the Employee at the discretion of the Board of Directors a bonus if certain goals are reached.

Any bonus shall be payable after deduction of the Employee's contributions to the social insurances and pensions scheme under applicable laws and regulations.

4 D&O-Insurance

Employer will arrange insurance cover for the Employee against directors' and officers' liability arising out of his activities at a level which is customary in the industry.

5 Vacation

The Employee shall be entitled to 25 days' vacation per calendar year. The Employee shall determine the time of vacation in accordance with his duties.

6 Confidentiality

The Employee shall treat as confidential and not disclose to others or take or use for the Employee's own purposes or for the purposes of others, any business matters of Employer and/or NAI Group.

Business matters as referred to above include manufacturing secrets, business secrets and all other facts that are relevant for the business and not known to the public and either of a confidential nature (such as addresses of employees, suppliers and customers, agreements and their terms and conditions, accounting figures and balance sheet figures, etc.) or have been indicated to the Employee as being confidential.

This confidentiality obligation will remain effective after the termination of this Agreement without limitation and irrespective of the cause of termination.

The Employee must keep in safe custody any documentation on business matters of Employer and/or NAI Group and shall surrender it to Employer upon first request, at the latest at the end of this Agreement, and without keeping any copies. Wherever copies cannot be surrendered to Employer (e.g. digital copies, data carriers or the like) such copies must be destroyed at the time of request to surrender even if destruction of copies has not been specifically requested by Employer.

7 Amendments, Applicable Law and Jurisdiction

No oral agreements exist in addition to this Agreement. Any amendments or additions to this Agreement must be in writing.

Should any one or more provisions of this Agreement be or become invalid, the other provisions shall not be affected. Invalid provisions shall be substituted with provisions which are most closely in line with the intended purpose.

This Agreement shall be governed by the laws of Switzerland. Any disputes arising out of this Agreement shall be submitted to the courts at the domicile or seat of the defendant or at the place where the Employee usually carries out his work.

signatures on the following page

Employment Agreement

Employer:

NAIE Natural Alternatives International Europe SA

3/18/2026
Place, Date

____/s/ Daniele Lardi ____
Daniele Lardi

____/s/ Fausto Petrini ____
Fausto Petrini

Employee:

3/18/2026
Place, Date

____/s/ Mark LeDoux ____
Mark LeDoux