

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): January 9, 2026

RED VIOLET, INC.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-38407
(Commission
File Number)

82-2408531
(I.R.S. Employer
Identification Number)

2650 North Military Trail, Suite 300, Boca Raton, FL 33431
(Address of principal executive offices)

561-757-4000
(Registrant's telephone number, including area code)

Not Applicable
(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 (see General Instruction A.2. below):

- 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:

Title of each class	Trading Symbol (s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	RDVT	The NASDAQ Stock Market LLC

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 January 9, 2026, the Company and each of Derek Dubner, Chief Executive Officer, James Reilly, President, Daniel MacLachlan, Chief Financial Officer, and Jeffrey Dell, Chief Information Officer, entered into an amendment to their respective employment agreements which extended the term expiration date by approximately three years, from March 26, 2027 to March 31, 2030 (collectively, the “Amendments”).

The foregoing description of the Amendments does not purport to be complete and qualified by the full text of the Amendments, copies of which are attached hereto as Exhibits 10.1 – 10.4 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1+ [Third Amendment to Employment Agreement dated January 9, 2026 by and between Red Violet, Inc. and Derek Dubner.](#)

10.2+ [Third Amendment to Employment Agreement dated January 9, 2026 by and between Red Violet, Inc. and James Reilly.](#)

10.3+ [Third Amendment to Employment Agreement dated January 9, 2026 by and between Red Violet, Inc. and Daniel MacLachlan.](#)

10.4+ [Fourth Amendment to Employment Agreement dated January 9, 2026 by and between Red Violet, Inc. and Jeffrey Dell.](#)

104 Cover page Interactive Data File (embedded within the inline XBRL file).

+ Management contract or compensatory plan or arrangement.

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.

Date: January 13, 2026

Red Violet, Inc.

By: /s/ Derek Dubner

Derek Dubner

Chief Executive Officer (Principal Executive Officer)

Exhibit 10.1

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement (the "Amendment") is made as of January 9, 2026 (the "Third Amendment Effective Date") by and between Red Violet, Inc., a Delaware corporation (the "Company"), and Derek Dubner (the "Executive"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Employment Agreement (defined below).

WHEREAS, the Company and Executive entered into that certain Employment Agreement made by and between the Company and Executive, dated March 26, 2018 and as amended on November 9, 2020 and May 8, 2023 (as amended, the "Employment Agreement"); and

WHEREAS, Company and Executive desire to amend the Employment Agreement in accordance with the terms and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive hereby adopt this Amendment effective as of the Third Amendment Effective Date and agree as follows:

1. Paragraph 6 to Exhibit A to the Employment Agreement ("Exhibit A") is deleted in its entirety and the following substituted in lieu thereof:
 6. Term: Commencing on the Effective Date and ending March 31, 2030 (the "Term Expiration Date"); provided, that, upon the Term Expiration Date this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other no less than one hundred twenty (120) days prior to the commencement of each such renewal term setting forth a desire to terminate this Agreement at the expiration of the then current term. Termination of this Agreement will not affect the rights or obligations of the parties hereunder arising out of, or relating to, circumstances occurring prior to the expiration of this Agreement, which rights and obligations will survive the termination of this Agreement and the termination of the Executive's employment with the Company.
2. Except as expressly amended herein, all terms and provisions of the Employment Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COMPANY:

Red Violet, Inc., a Delaware corporation

By: /s/ Daniel MacLachlan
Daniel MacLachlan, CFO

EXECUTIVE:

/s/ Derek Dubner
Derek Dubner

[Signature Page to Third Amendment to Employment Agreement]

Exhibit 10.2

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement (the "Amendment") is made as of January 9, 2026 (the "Third Amendment Effective Date") by and between Red Violet, Inc., a Delaware corporation (the "Company"), and James Reilly (the "Executive"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Employment Agreement (defined below).

WHEREAS, the Company and Executive entered into that certain Employment Agreement made by and between the Company and Executive, dated March 26, 2018 and as amended on November 9, 2020 and May 8, 2023 (as amended, the "Employment Agreement"); and

WHEREAS, Company and Executive desire to amend the Employment Agreement in accordance with the terms and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive hereby adopt this Amendment effective as of the Third Amendment Effective Date and agree as follows:

1. Paragraph 6 to Exhibit A to the Employment Agreement ("Exhibit A") is deleted in its entirety and the following substituted in lieu thereof:
 6. Term: Commencing on the Effective Date and ending March 31, 2030 (the "Term Expiration Date"); provided, that, upon the Term Expiration Date this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other no less than one hundred twenty (120) days prior to the commencement of each such renewal term setting forth a desire to terminate this Agreement at the expiration of the then current term. Termination of this Agreement will not affect the rights or obligations of the parties hereunder arising out of, or relating to, circumstances occurring prior to the expiration of this Agreement, which rights and obligations will survive the termination of this Agreement and the termination of the Executive's employment with the Company.
2. Except as expressly amended herein, all terms and provisions of the Employment Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COMPANY:

Red Violet, Inc., a Delaware corporation

By: /s/ Derek Dubner
Derek Dubner, CEO

EXECUTIVE:

/s/ James Reilly
James Reilly

[Signature Page to Third Amendment to Employment Agreement]

Exhibit 10.3

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement (the "Amendment") is made as of January 9, 2026 (the "Third Amendment Effective Date") by and between Red Violet, Inc., a Delaware corporation (the "Company"), and Daniel Maclachlan (the "Executive"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Employment Agreement (defined below).

WHEREAS, the Company and Executive entered into that certain Employment Agreement made by and between the Company and Executive, dated March 26, 2018 and as amended on November 9, 2020 and May 8, 2023 (as amended, the "Employment Agreement"); and

WHEREAS, Company and Executive desire to amend the Employment Agreement in accordance with the terms and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive hereby adopt this Amendment effective as of the Third Amendment Effective Date and agree as follows:

1. Paragraph 6 to Exhibit A to the Employment Agreement ("Exhibit A") is deleted in its entirety and the following substituted in lieu thereof:
 6. Term: Commencing on the Effective Date and ending March 31, 2030 (the "Term Expiration Date"); provided, that, upon the Term Expiration Date this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other no less than one hundred twenty (120) days prior to the commencement of each such renewal term setting forth a desire to terminate this Agreement at the expiration of the then current term. Termination of this Agreement will not affect the rights or obligations of the parties hereunder arising out of, or relating to, circumstances occurring prior to the expiration of this Agreement, which rights and obligations will survive the termination of this Agreement and the termination of the Executive's employment with the Company.
2. Except as expressly amended herein, all terms and provisions of the Employment Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COMPANY:

Red Violet, Inc., a Delaware corporation

By: /s/ Derek Dubner
Derek Dubner, CEO

EXECUTIVE:

/s/ Daniel MacLachlan
Daniel MacLachlan

[Signature Page to Third Amendment to Employment Agreement]

Exhibit 10.4

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to Employment Agreement (the "Amendment") is made as of January 9, 2026 (the "Fourth Amendment Effective Date") by and between Red Violet, Inc., a Delaware corporation (the "Company"), and Jeffrey Dell (the "Executive"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Employment Agreement (defined below).

WHEREAS, the Company and Executive entered into that certain Employment Agreement made by and between the Company and Executive, dated April 9, 2019 and as amended on November 9, 2020, May 8, 2023 and March 5, 2024 (as amended, the "Employment Agreement"); and

WHEREAS, Company and Executive desire to amend the Employment Agreement in accordance with the terms and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive hereby adopt this Amendment effective as of the Fourth Amendment Effective Date and agree as follows:

1. Paragraph 6 to Exhibit A to the Employment Agreement ("Exhibit A") is deleted in its entirety and the following substituted in lieu thereof:
 6. Term: Commencing on the Effective Date and ending March 26, 2030 (the "Term Expiration Date"); provided, that, upon the Term Expiration Date this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other no less than one hundred twenty (120) days prior to the commencement of each such renewal term setting forth a desire to terminate this Agreement at the expiration of the then current term. Termination of this Agreement will not affect the rights or obligations of the parties hereunder arising out of, or relating to, circumstances occurring prior to the expiration of this Agreement, which rights and obligations will survive the termination of this Agreement and the termination of the Executive's employment with the Company.
2. Except as expressly amended herein, all terms and provisions of the Employment Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COMPANY:

Red Violet, Inc., a Delaware corporation

By: /s/ Derek Dubner
Derek Dubner, CEO

EXECUTIVE:

/s/ Jefferey Dell
Jeffrey Dell

[Signature Page to Fourth Amendment to Employment Agreement]
