

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): August 17, 2026

GXO LOGISTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-40470
(Commission File Number)

86-2098312
(I.R.S. Employer
Identification No.)

Two American Lane, Greenwich, Connecticut
(Address of principal executive offices)

06831
(Zip Code)

Registrant's telephone number, including area code: **(203) 489-1287**

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:

- ☐ 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	GXO	New York Stock Exchange
3.750% Notes due 2030	GXO/30	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 Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 17, 2026, the Company's Board of Directors approved the appointment of Christina Carvalho to the position of chief accounting officer (principal accounting officer) of the Company, effective September 14, 2026. In connection with Ms. Carvalho's appointment as chief accounting officer, Laura Bracken, the Company's interim chief accounting officer and Vice President Controller, Americas and Asia Pacific will cease serving as interim chief accounting officer, effective September 14, 2026.

Ms. Carvalho, 50, most recently served as the Senior Vice President and Chief Accounting Officer of Amer Sports Inc. since April 2024. Prior to joining Amer Sports, Ms. Carvalho served in various roles for Booking Holdings, Inc., including Vice President, Assistant Controller from November 2016 through March 2024, in addition to Global Process Owner Record-to-Report from March 2021 through April 2024. Prior to joining Booking Holdings, Ms. Carvalho served in various roles for Blue Buffalo Pet Products, Inc., including Senior Director of Accounting/Assistant Controller/Interim Controller from January 2015 through November 2016, and Director of Accounting from February 2013 through December 2014. Prior to Blue Buffalo, Ms. Carvalho served in various roles for Carter's, Inc., including Senior Manager, Finance from May 2012 through January 2013, Manager of Financial Reporting and Technical Accounting from April 2011 through April 2012, Internal Audit Head/ Manager of Corporate Compliance from December 2004 through March 2011, Senior Internal Auditor from March 2004 through November 2004, and Financial Analyst from April 2002 through February 2004. Prior to Carter's, Ms. Carvalho served as Senior Associate, Consumer and Industrial Products at PricewaterhouseCoopers, LLP from September 1999 through March 2002. Ms. Carvalho attended the University of Connecticut where she earned a Bachelor of Science degree in Accounting. Ms. Carvalho is a Certified Public Accountant.

There are no family relationships between Ms. Carvalho and any director or executive officer of the Company, and Ms. Carvalho has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Offer Letter with Ms. Carvalho

On August 18, 2026, the Company and Ms. Carvalho executed an offer letter (the "Offer Letter"), the material terms of which are summarized below.

Position. Under the Offer Letter, Ms. Carvalho will serve as the Company's chief accounting officer.

Work Location. The Offer Letter provides that Ms. Carvalho's principal place of employment will be the Company's office in Greenwich, Connecticut and subject to required business travel and future business needs.

Salary; Target Annual Bonus. The Offer Letter provides that the annual base salary for Ms. Carvalho will be \$475,000 and that the target annual bonus for Ms. Carvalho will be 75% of base salary.

2027 Annual Long-Term Incentive Opportunity. Ms. Carvalho will be eligible to participate in the long-term equity program applicable to similarly situated senior executive officers of the Company. The total target grant date value for the 2027 annual equity awards to be granted to Ms. Carvalho will be no less than \$400,000.

Grant of Sign-On Award. The Offer Letter provides that Ms. Carvalho will be granted a sign-on equity award of restricted stock units with a value of \$1,000,000 (the "Sign-On Award"). The Sign-On Award is in recognition of forfeited equity held by Ms. Carvalho with her current employer. The number of shares underlying the Sign-On Award will be determined using the closing price of the Company's common stock on Ms. Carvalho's hire date as chief accounting officer. The Sign-On Award will vest in equal annual installments over two years following the grant date. Vesting is generally subject to Ms. Carvalho's continued service through the vesting date, subject to certain exceptions in the event of a qualifying termination of employment, including following a change of control of the Company.

Severance. The Offer Letter provides that Ms. Carvalho will be eligible to participate in the GXO Logistics, Inc. Severance Plan, as in effect from time to time, during her employment as chief accounting officer.

Benefits. The Offer Letter provides that Ms. Carvalho will be eligible for benefits in accordance with the Company's benefits programs available to similarly situated senior executives from time to time.

Restrictive Covenants. The Offer Letter provides that, as a condition to employment, Ms. Carvalho and the Company will enter into a Confidential Information Protection Agreement, which provides for certain restrictive covenants.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1+	Offer Letter, dated August 18, 2026, between Christina Carvalho and GXO Logistics, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).
+ This exhibit is a management contract or compensatory plan or arrangement.	

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 hereunto duly authorized.

Date: August 20, 2026

GXO LOGISTICS, INC.

By: /s/ Karlis P. Kirsis

Name: Karlis P. Kirsis

Title: Chief Legal Officer



08/18/2026

Christina Carvalho

Via Email

Dear Christina,

On behalf of the GXO Logistics leadership team, I'm happy to offer you the position of Chief Accounting Officer, with an anticipated start date of September 14, 2026. I know I speak for the rest of our team when I say how pleased we are to make you this offer.

In this role, you will report directly to Mark Suchinski, and will be based in Greenwich, CT, subject to business travel as may be required, and future business needs. This role is a Section 16 officer as defined under Section 16 of the Securities Exchange Act of 1934.

Compensation Package

- **Base Salary:** Your annual base salary of \$475,000 will be paid on a bi-weekly basis, via direct deposit, less applicable taxes and deductions. It may take up to 2-3 weeks to process your first paycheck.
 - **Annual Incentive:** You will be eligible to participate in the Company's annual incentive plan, subject to the terms and conditions of the plan, as may be in effect from time to time. The incentive plan structure is based on a target percentage of your base salary. The target incentive for you is 75% of your base salary. The amount of your earned annual incentive award, if any, will be determined by the Compensation Committee of the Board of Directors (the "Compensation Committee") and paid in accordance with the Company's practices in effect from time to time for other similarly situated senior executives or Named Executive Officers. Your annual incentive award for 2026 will not be prorated based on your hire date.
 - **Long-Term Incentive:** Beginning in grant year 2027, you will be eligible to participate in the Company's long-term equity incentive ("LTI") program as in effect from time to time for similarly situated senior executive officers. Subject to approval by the Compensation Committee of GXO's Board of Directors, your equity award for the 2027 grant cycle will have a target value of no less than \$400,000, with the form to be as for similarly situated employees (generally 50% Restricted Stock Units ("RSUs") and 50% Performance Share Units ("PSUs")).
 - **Equity Sign-On:** Subject to approval by the Compensation Committee of GXO's Board of Directors or its delegate, and in recognition of equity that you will forfeit upon the termination of your employment, \$1,000,000 of grant date value will be awarded to you in the form of Restricted Stock Units ("RSUs"), with the number of shares determined using the closing stock price on your date of hire. The RSU grant will be awarded as soon as practicable after your start date and will vest in two (2) equal increments on the first and second anniversaries of the grant date, subject to your continued employment with GXO and other conditions as documented in the award agreement and plan document.
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Benefits

- At GXO, we're committed to hiring the best people, such as yourself. That's why we offer a competitive benefits package, including health care coverage (i.e., medical, dental, and vision) and supplemental benefits available beginning on day one, personal time off ("PTO") accruals beginning on day one, family bonding/pregnancy benefits, tuition reimbursement, as well as life/disability insurance and a 401k plan for eligible employees. There's also no waiting period for holiday pay and employee discount programs. Your annual PTO entitlement is 20 days, which will accrue in accordance with GXO's PTO Policy. Additional details related to our benefits package are shared separately.
- **Severance:** For 2026, you will be eligible to participate in GXO's Severance Plan, subject to the approval of the Compensation Committee of the Board of Directors and the terms and conditions of the Plan. Eligibility for the Severance Plan is determined each year by the Compensation Committee; participation in one year is not a guarantee of participation in any subsequent year. The Company will notify you annually if you are a participant in the Severance Plan for the year.

Legal Information

- In your work for the Company, you are expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have a confidentiality obligation. You are expected to use only generally known information which is used by persons with training and experience comparable to your own, which is common in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. As a condition of your continued employment, you are expected to abide by the Company's rules and policies as may be published from time to time. During our discussions about your proposed job duties, you assured us that you would be able to perform those duties within the guidelines just described.
 - You confirm that you have carefully reviewed your files (including emails, computer files and hard copies, whether personal or business) and deleted, and not retained copies of, any files prepared, generated or used during any prior employment that could contain confidential information or trade secrets of your current or former employer. You agree not to bring onto Company premises any unpublished documents or property belonging to any former employer or other person to whom you owe a confidentiality obligation.
 - GXO is an at-will employer. You may terminate your employment with the Company at any time and for any reason by notifying GXO; the Company may terminate your employment at any time and for any reason, with or without cause or advance notice. The at-will employment relationship cannot be changed except in writing signed by GXO's Chief Executive Officer.
 - As applicable, your acceptance of this offer and commencement of employment with the Company is contingent upon your acceptance of the Company's Confidential Information Protection Agreement ("CIPA"), which, among other things, contains restrictive covenants and protects the Company's proprietary information.
 - This letter, along with the CIPA, if applicable, contains the entire agreement and understanding between you and the Company regarding the employment relationship and supersedes any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the Company (oral or written). This offer of employment is not to be construed as a contract for employment in any particular position for any particular salary or time period.
 - This employment offer is contingent on the satisfactory conclusion of an appropriate background check. Although your employment at GXO may begin prior to the completion of the background check at the Company's discretion, your continued employment remains subject to the satisfactory completion of the background check. As required by law, this offer is subject to satisfactory proof of your right to work in the United States.
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As you know, GXO has generated tremendous momentum, thanks to the efforts of our people and leaders all over the world. With you on our team, we're sure to continue along this trajectory and move forward to greater success.

GXO is on its way to future success, and we're happy that you'll be a part of it.

Please make sure you have read and understand the terms and conditions of this offer. If you accept, sign the offer letter along with any other applicable forms via DocuSign within three (3) business days. Should you have any questions, reach out to Ann Marie Phillips at annmarie.phillips@gxo.com.

Welcome to GXO!

/s/ Corinna Refsgaard

Corinna Refsgaard
Chief Human Resources Officer

Employment Acceptance

I accept this offer of employment with GXO Logistics in the position of Chief Accounting Officer, reporting to work on September 14, 2026.

Christina Carvalho

/s/ Christina Carvalho

Signature

August 18, 2026

Date
