

**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 2, 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

N/A
(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:

<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 March 3, 2026, the Board of Directors (the “Board”) of GXO Logistics, Inc. (the “Company”) approved the appointment of Mark Suchinski to the position of chief financial officer (principal financial officer) of the Company. The appointment will be effective on April 1, 2026.

Mr. Suchinski, 59, most recently served as Senior Vice President and Chief Financial Officer of The GEO Group, Inc. since July 2024. Prior to joining GEO, Mr. Suchinski served as Senior Vice President and Chief Financial Officer for Spirit AeroSystems from 2020 through June 2024. In that role, Mr. Suchinski was responsible for the overall financial management of Spirit AeroSystems, its financial reporting and transparency, and multiple corporate functions including Treasury, Investor Relations, and Strategy. Mr. Suchinski joined Spirit AeroSystems in 2006 as the Controller for the Aerostructures Segment. He subsequently served in increasingly senior positions, including as Vice President of Financial Planning & Analysis and Corporate Contracts from 2010 to 2012, Vice President of Finance and Treasurer from 2012 to 2014, Vice President and Corporate Controller from 2014 to 2018, Vice President and General Manager of the 787 Program from 2018 to 2019, and Vice President of Quality from 2019 to 2020. Prior to joining Spirit AeroSystems, Mr. Suchinski held the position of Vice President and Chief Accounting Officer for Home Products International from 2004 to 2006 and Corporate Controller from 2000 to 2004. Mr. Suchinski attended DePaul University where he earned a Bachelor of Science degree in Accounting.

There are no family relationships between Mr. Suchinski and any director or executive officer of the Company, and Mr. Suchinski 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 Mr. Suchinski

On March 2, 2026, the Company and Mr. Suchinski executed an offer letter (the “Offer Letter”), the material terms of which are summarized below.

Position. Under the Offer Letter, Mr. Suchinski will serve as the Company’s chief financial officer.

Work Location. The Offer Letter provides that Mr. Suchinski’s principal place of employment will be the Company’s office in Greenwich, Connecticut and subject to required business travel and future business needs. Mr. Suchinski is required to relocate his personal residence to the Greenwich, Connecticut metropolitan area. Mr. Suchinski is entitled to certain relocation benefits, including reimbursement for airfare and lodging expenses in connection with his commute to the Company’s headquarters prior to relocation and home finding and home marketing assistance. The relocation benefits are required to be repaid by Mr. Suchinski in the event of Mr. Suchinski’s voluntary resignation within one year of Mr. Suchinski moving to Greenwich, Connecticut.

Salary; Target Annual Bonus. The Offer Letter provides that the annual base salary for Mr. Suchinski will be \$650,000 and that the target annual bonus for Mr. Suchinski will be 125% of base salary.

2026 Annual Long-Term Incentive Opportunity. Mr. Suchinski 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 2026 annual equity awards to be granted to Mr. Suchinski will be \$1,500,000, consisting of restricted stock units with a value of \$525,000 and performance-based restricted stock units with a value of \$975,000.

Grant of Sign-On Awards. The Offer Letter provides that Mr. Suchinski will be granted sign-on equity awards consisting of (i) an award of restricted stock units with a value of \$750,000 (the “Sign-On RSU Award”) and (ii) an award of performance-based restricted stock units with a value of \$750,000 (the “Sign-On PSU Award” and together with the Sign-On RSU Award, the “Sign-On Awards”). The Sign-On Awards are in recognition of forfeited equity awards held by Mr. Suchinski with his current employer and to align interests with long-term shareholder value creation. The number of shares underlying (i) the Sign-On RSU Award will be determined using the closing price of the Company’s common stock on Mr. Suchinski’s hire date as chief financial officer and (ii) the Sign-On PSU Award will be determined using \$41.94, the stock price of the sign-on equity awards granted to the Company’s chief executive officer in August 2025, to ensure alignment of goals with the Company’s chief executive officer.

The Sign-On RSU Award will vest in equal annual installments over three years following the grant date. The Sign-On PSU Award will vest on March 31, 2029, subject to achievement of the applicable performance goals. Between 0-225% of the target number of shares subject to the Sign-On PSU Award may be earned based on the Company’s total shareholder return relative to that of component companies of the S&P Mid Cap 400 Index during the three-year performance period of August 19, 2025 to August 18, 2028, to ensure alignment of goals with the Company’s chief executive officer, and the total number of shares that may be earned is capped at 100% if the absolute total shareholder return of the Company during the performance period is negative. Vesting is generally subject to Mr. Suchinski’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 Mr. Suchinski will be eligible to participate in the GXO Logistics, Inc. Severance Plan, as in effect from time to time, during the Company's 2026 fiscal year.

Benefits. The Offer Letter provides that Mr. Suchinski 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, Mr. Suchinski and the Company will enter into a Confidential Information Protection Agreement, which provides for certain restrictive covenants.

Item 7.01 Regulation FD Disclosure.

On March 6, 2026, the Company issued a press release regarding certain of the matters described in Item 5.02. A copy of the press release is furnished herewith as Exhibit 99.1.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Offer Letter, dated March 2, 2026, between Mark Suchinski and GXO Logistics, Inc.
99.1	Press Release, dated March 6, 2026, issued by GXO Logistics, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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: March 6, 2026

GXO LOGISTICS, INC.

By: /s/ Karlis P. Kirsis

Name: Karlis P. Kirsis

Title: Chief Legal Officer



March 2, 2026

Via Email

Mark Suchinski

Dear Mark,

On behalf of the GXO Logistics leadership team, I'm happy to offer you the position of Chief Financial Officer with an anticipated start date of April 1, 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 Patrick Kelleher and will be based in Greenwich, CT, subject to business travel as may be required, and future business needs. The 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 \$650,000 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 125% 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 be paid at a level that is no less than target and will not be prorated based on your hire date.
- **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 with your current employer, \$1,500,000 of grant date value will be awarded to you (the "Sign-On Equity Award") consisting of an award of: (a) time-vesting Restricted Stock Units (the "Sign-On RSU Award") in the amount of \$750,000, with the number of shares determined using the closing stock price on your date of hire; and (b) and performance-vesting Performance Share Units (the "Sign-On PSU Award") in the amount of \$750,000, with the number of shares determined using the same stock price as the Chief Executive Officer's sign on equity award. The Sign-On Equity Awards will be subject to the terms and conditions of the Company's 2021 Omnibus Equity Plan (the "Omnibus Plan") and the applicable award agreement thereunder. The vesting terms applicable to the Sign-On Equity Awards will be set forth in the applicable award agreements and are summarized below.

- o The Sign-On RSU Award will vest in equal installments, with one-third vesting on each of the first three anniversaries of the grant date, subject to your continued employment with the Company through each applicable vesting date.
 - o The Sign-On PSU Award will vest on the third anniversary of the grant date, subject to your continued employment with the Company through such date and subject to achievement of the applicable performance goals. Between 0-225% of the target number of shares subject to the Sign-On PSU Award may be earned based on the Company's total shareholder return ("TSR") relative to the component companies of the S&P Mid Cap 400 Index during the three-year performance period. 100% of the target number of shares subject to the Sign-On PSU Award will be earned if the Company's TSR reaches the 55th percentile and 225% of the target number of shares subject to the Sign-On PSU Award (the maximum payout) will be earned if the Company's TSR reaches the 90th percentile. The total number of shares that may be earned is capped at 100% of the target number of shares if the Company's absolute TSR during the performance period is negative.
 - o The treatment of each of the Sign-On RSU Award and the Sign-On PSU Award upon your termination of employment will be set forth in the applicable award agreement and will generally be consistent with the termination provisions applicable to 2025 annual restricted stock unit awards and 2025 annual performance-vesting stock unit awards, respectively, previously granted by the Company to executive officers.
- **Long-Term Incentive:** Beginning with the 2026 fiscal year, 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, your equity award for the 2026 grant cycle will have a target value of no less than \$1,500,000, with the form to be as for similarly situated employees (generally 65% Restricted Stock Units ("RSUs") and 35% Performance Share Units ("PSUs")). The number of shares of RSUs will be determined using the closing stock price on your date of hire. Your annual LTI awards will be subject to the terms of the Omnibus Plan (or any successor equity plan) and the applicable award agreements thereunder. Such awards will be reflective of your individual performance and contributions, Company performance, and the scope and expectations of your position/role in the Company.
 - As an at-will employee, annual and long-term incentives are subject to change at the sole discretion of the Company.

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 401(k) plan for eligible employees. There's also no waiting period for holiday pay and employee discount programs. Your annual PTO entitlement of 20 days will accrue in accordance with GXO's PTO Policy. Additional details related to our benefits package are shared separately.
- **Relocation:** You will relocate your residence to the Greenwich, CT metropolitan area within six months of your date of hire. We are pleased to provide you with relocation benefits that will include: (a) home finding and home marketing assistance, (b) temporary accommodations, (c) household goods shipment, and (d) reimbursement for reasonable air travel expenses. In the event that (i) your employment is terminated by the Company for Cause (as defined in the Company Severance Plan), or (ii) you voluntarily terminate your employment without Good Reason (as defined in the Company Severance Plan), in each case within one year of your move to the Greenwich, CT metropolitan area, you will be required to repay the relocation benefits provided to you under this letter to the Company in full. GXO will pay for your business travel consistent with the Global Corporate Card & Travel and Entertainment Policy from your date of hire until your relocation occurs.

- **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 and the terms of any plans or awards referenced herein, contain 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 also is subject to satisfactory proof of your right to work in the United States.

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 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 Financial Officer reporting to work on or about April 1, 2026.

/s/ Mark Suchinski

Mark Suchinski

March 2, 2026

Date



GXO Appoints Mark Suchinski as Chief Financial Officer

GREENWICH, Conn., March 6, 2026 — [GXO Logistics, Inc.](#) (NYSE: GXO), the world's largest pure-play contract logistics provider, today announced the appointment of Mark Suchinski as Chief Financial Officer, effective April 1, 2026.

Suchinski is a seasoned financial leader with more than three decades in finance, operations and supply chain management, with significant experience in the aerospace and defense sector, a key growth vertical for GXO. He has a proven track record driving enterprise performance improvement in labor productivity, contracting, pricing and sourcing.

GXO CEO Patrick Kelleher said, "Mark is an accomplished corporate finance leader with decades of operational and supply chain experience and deep expertise in aerospace and defense, where we see a long runway for growth. With Mark's appointment, the leadership team is fully in place, and we have the clarity and capability to move forward boldly and with speed."

Prior to GXO, Suchinski served as Chief Financial Officer for The GEO Group, Inc., a leading global provider of solutions for government partners across a spectrum of diversified correctional and community reentry services. Prior to that, he served as Chief Financial Officer of Spirit AeroSystems, the largest diversified non-OEM designer and manufacturer of aerostructures for commercial, defense and space and aftermarket globally, with responsibility for financial reporting, Treasury, Investor Relations and Strategy. Earlier in his career, he served as Chief Accounting Officer at Home Products International and Controller at US Freightways. He holds a Bachelor of Business Administration from DePaul University.

Since joining GXO in August 2025, GXO CEO Patrick Kelleher has strengthened the leadership team with key appointments in Commercial, Operations and the Americas and Asia Pacific region to deliver faster growth, higher margins and sharper execution.

About GXO

GXO Logistics, Inc. (NYSE: GXO) is the world's largest pure-play contract logistics provider and is positioned to capitalize on the rapid growth of ecommerce, automation and outsourcing. GXO has over 150,000 team members across more than 1,000 facilities, totaling more than 200 million square feet. The company serves the world's leading blue-chip companies to solve complex logistics challenges with technologically advanced supply chain and ecommerce solutions, at scale and with speed. GXO corporate headquarters is in Greenwich, Connecticut. Visit [GXO.com](#) for more information and connect with GXO on [LinkedIn](#), [X](#), [Facebook](#), [Instagram](#) and [YouTube](#).

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