

**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 20, 2023**

**TransMedics Group, Inc.**

(Exact name of Registrant as Specified in Its Charter)

**Massachusetts**  
(State or Other Jurisdiction  
of Incorporation)

**001-38891**  
(Commission  
File Number)

**83-2181531**  
(IRS Employer  
Identification No.)

**200 Minuteman Road**  
**Andover, Massachusetts**  
(Address of Principal Executive Offices)

**01810**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (978) 552-0900**

(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:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value per share	TMDX	The Nasdaq Global Market

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 February 20, 2023, the Compensation Committee of the Board of Directors (the “Committee”) of TransMedics Group, Inc. (the “Company”) approved the following grants of restricted stock units (“RSUs”) to named executive officers of the Company: 37,332 RSUs for Waleed Hassanein, M.D.; 13,075 RSUs for Stephen Gordon; 13,075 RSUs for Tamer Khayal, M.D.; 5,685 RSUs for Miriam Provost, Ph.D.; and 5,685 RSUs for Laura Damme. Each RSU represents a contingent right to receive one share of the Company’s common stock and is subject to the terms of the TransMedics Group, Inc. 2019 Stock Incentive Plan. Under the terms of the grants, one-third of the RSUs vest on each of the first three anniversaries of the applicable vesting commencement date, subject to continued service through such date. A copy of the form of Restricted Stock Unit Agreement is attached as Exhibit 10.1.

The Committee also approved a form of Inducement Restricted Stock Unit Agreement pursuant to which the Company may grant restricted stock units pursuant to the TransMedics Group, Inc. Inducement Plan (the “Inducement RSUs”). Each Inducement RSU represents a contingent right to receive one share of the Company’s common stock and is subject to the terms of the TransMedics Group, Inc. Inducement Plan. A copy of the form of Inducement Restricted Stock Unit Agreement is attached as Exhibit 10.2.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Form of Restricted Stock Unit Award</a>
10.2	<a href="#">Form of Inducement Restricted Stock Unit Award</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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.

**TRANSMEDICS GROUP, INC.**

Date: February 24, 2023

By: /s/ Stephen Gordon

Name: Stephen Gordon

Title: Chief Financial Officer, Treasurer and Secretary

**Name:**   
**Number of Restricted Stock Units:**   
**Date of Grant:**   
**Vesting Commencement Date:**

**TRANSMEDICS GROUP, INC.**  
**2019 STOCK INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AGREEMENT**

This agreement (this “**Agreement**”) evidences a grant (the “**Award**”) of Restricted Stock Units (“**RSUs**”) by the Company to the individual named above (the “**Participant**”), pursuant to and subject to the terms of the TransMedics Group, Inc. 2019 Stock Incentive Plan (as from time to time amended and in effect, the “**Plan**”). Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

**1. Grant of RSUs.** The Company grants to the Participant on the date set forth above (the “**Date of Grant**”) the number of RSUs set forth above, giving the Participant the conditional right to receive, without payment and pursuant to and subject to the terms set forth in this Agreement and in the Plan, one share of Stock (a “**Share**”) with respect to each RSU subject to this Award, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The RSUs are granted to the Participant in connection with the Participant’s Employment with the Company.

**2. Vesting.** [Omitted.]

**3. Cessation of Employment.** If the Participant’s Employment ceases, except as expressly provided for in an employment agreement between the Participant and the Company that is in effect at the time of such termination, the RSUs, to the extent not then vested, will be immediately forfeited for no consideration, and the RSUs, to the extent then outstanding and vested, will be settled in accordance with Section 4 below.

**4. Delivery of Shares.** The Company shall, as soon as practicable following the vesting of any RSUs (but in no event later than thirty (30) days following the date on which such RSUs vest), effect delivery of the Shares with respect to such vested RSUs to the Participant (or, in the event of the RSUs have passed to the estate or beneficiary of the Participant or a permitted transferee, by such estate or beneficiary or permitted transferee) and, following such delivery of Shares, such vested RSUs shall cease to be outstanding.

**5. Restrictions on Transfer.** The RSUs may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

**6. Forfeiture; Recovery of Compensation.** By accepting, or being deemed to have accepted, the RSUs, the Participant expressly acknowledges and agrees that the Participant's rights, and those of any permitted transferee, with respect to the RSUs, including the right to any Shares acquired in respect of the RSUs and any amounts received in respect thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). The Participant further agrees to be bound by the terms of any clawback or recoupment policy of the Company that applies to incentive compensation that includes Awards such as the RSUs. Nothing in the preceding sentence will be construed as limiting the general application of Section 8 of this Agreement.

**7. Withholding.** [The Participant expressly acknowledges and agrees that the Participant's rights hereunder, including the right to be issued Shares upon settlement of the Award, are subject to the Participant promptly paying to the Company in cash or by check (or by such other means as may be acceptable to the Administrator) all taxes required to be withheld, if any. No Shares will be issued in respect of the Award unless and until the Participant has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local withholding tax requirements, or has made other arrangements satisfactory to the Company with respect to such taxes. The Participant authorizes the Company and its subsidiaries to withhold such amount from any amounts otherwise owed to the Participant, but nothing in this sentence will be construed as relieving the Participant of any liability for satisfying his or her obligation under the preceding provisions of this Section 7.]<sup>1</sup> [The Participant is responsible for satisfying and paying all taxes arising from or due in connection with the Award. The Company will have no liability or obligation related to the foregoing.]<sup>2</sup>

**8. Provisions of the Plan.** This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been made available to the Participant. By accepting, or being deemed to have accepted, the Award, the Participant agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan will control.

**9. Acknowledgements.** The Participant acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument; (ii) this Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder; and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

*[Signature page follows.]*

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<sup>1</sup> Note to Draft: To be included if the Participant is an employee.

<sup>2</sup> Note to Draft: To be included if the Participant is a non-employee director or other independent contractor.

The Company, by its duly authorized officer, and the Participant have executed this Agreement as of the Date of Grant.

**TRANSMEDICS GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted:

By \_\_\_\_\_  
[Participant's Name]

*[Signature Page to Restricted Stock Unit Agreement]*

**Name:**   
**Number of Restricted Stock Units:**   
**Date of Grant:**   
**Vesting Commencement Date:**

**TRANSMEDICS GROUP, INC.**  
**INDUCEMENT PLAN**

**INDUCEMENT-RESTRICTED STOCK UNIT AGREEMENT**

This agreement (this “**Agreement**”) evidences a grant (the “**Award**”) of Restricted Stock Units (“**RSUs**”) by the Company to the individual named above (the “**Participant**”), pursuant to and subject to the terms of the TransMedics Group, Inc. Inducement Plan (as from time to time amended and in effect, the “**Plan**”). The RSUs evidenced by this Agreement are granted pursuant to the exception to shareholder approval provided for inducement grants under Nasdaq Listing Rule 5635(c)(4). Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

**1. Grant of RSUs.** The Company grants to the Participant on the date set forth above (the “**Date of Grant**”) the number of RSUs set forth above, giving the Participant the conditional right to receive, without payment and pursuant to and subject to the terms set forth in this Agreement and in the Plan, one share of Stock (a “**Share**”) with respect to each RSU subject to this Award, subject to adjustment pursuant to Section 7 of the Plan in respect of transactions occurring after the date hereof.

The RSUs are granted to the Participant in connection with, and as an inducement to, the commencement of the Participant’s Employment.

**2. Vesting.** [Omitted.]

**3. Cessation of Employment.** If the Participant’s Employment ceases, except as expressly provided for in an employment agreement between the Participant and the Company that is in effect at the time of such termination, the RSUs, to the extent not then vested, will be immediately forfeited for no consideration, and the RSUs, to the extent then outstanding and vested, will be settled in accordance with Section 4 below.

**4. Delivery of Shares.** The Company shall, as soon as practicable following the vesting of any RSUs (but in no event later than thirty (30) days following the date on which such RSUs vest), effect delivery of the Shares with respect to such vested RSUs to the Participant (or, in the event of the RSUs have passed to the estate or beneficiary of the Participant or a permitted transferee, by such estate or beneficiary or permitted transferee) and, following such delivery of Shares, such vested RSUs shall cease to be outstanding.

**5. Restrictions on Transfer.** The RSUs may not be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

**6. Forfeiture; Recovery of Compensation.** By accepting, or being deemed to have accepted, the RSUs, the Participant expressly acknowledges and agrees that the Participant's rights, and those of any permitted transferee, with respect to the RSUs, including the right to any Shares acquired in respect of the RSUs and any amounts received in respect thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). The Participant further agrees to be bound by the terms of any clawback or recoupment policy of the Company that applies to incentive compensation that includes Awards such as the RSUs. Nothing in the preceding sentence will be construed as limiting the general application of Section 8 of this Agreement.

**7. Withholding.** The Participant expressly acknowledges and agrees that the Participant's rights hereunder, including the right to be issued Shares upon settlement of the Award, are subject to the Participant promptly paying to the Company in cash or by check (or by such other means as may be acceptable to the Administrator) all taxes required to be withheld, if any. No Shares will be issued in respect of the Award unless and until the Participant has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local withholding tax requirements, or has made other arrangements satisfactory to the Company with respect to such taxes. The Participant authorizes the Company and its subsidiaries to withhold such amount from any amounts otherwise owed to the Participant, but nothing in this sentence will be construed as relieving the Participant of any liability for satisfying his or her obligation under the preceding provisions of this Section 7.

**8. Provisions of the Plan.** This Agreement is subject in its entirety to the provisions of the Plan, which are incorporated herein by reference. A copy of the Plan as in effect on the Date of Grant has been made available to the Participant. By accepting, or being deemed to have accepted, the Award, the Participant agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan will control.

**9. Acknowledgements.** The Participant acknowledges and agrees that (i) this Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument; (ii) this Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder; and (iii) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Participant.

*[Signature page follows.]*



The Company, by its duly authorized officer, and the Participant have executed this Agreement as of the Date of Grant.

**TRANSMEDICS GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted:

By \_\_\_\_\_  
[Participant's Name]

*[Signature Page to Inducement Restricted Stock Unit Agreement]*