

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 3)¹

Transact Technologies Incorporated
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

892918103
(CUSIP Number)

Michael Braner
325 Capital LLC
200 Park Avenue 17th Floor
New York, NY 10016
646-774-2904

Elizabeth Gonzalez-Sussman, Esq.
Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

February 1, 2022
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON 325 Capital Master Fund LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 225,328
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 225,328
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 225,328	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.3%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON 325 Capital GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 225,328
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 225,328
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 225,328	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.3%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON 325 Capital LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,011,789
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,011,789
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,011,789	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Michael Braner	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,011,789
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,011,789
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,011,789	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Daniel Friedberg	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,011,789
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,011,789
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,011,789	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Anil Shrivastava	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,011,789
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,011,789
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,011,789	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.3%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 3 (“Amendment No. 3”) to the Schedule 13D (as amended to date, the “Schedule 13D”) originally filed by certain of the Reporting Persons on July 20, 2021 and amended on August 9, 2021 and January 28, 2022 (“Amendment No. 2”). This Amendment No. 3 amends and restates the Schedule 13D as specifically set forth herein. Unless otherwise defined, all capitalized terms used herein shall have the respective meanings given to such terms in the Schedule 13D.

Item 2. Identity and Background.

Item 2 is hereby amended and restated in its entirety as follows:

(a) - (c) and (f).

The persons filing this Schedule 13D are 325 Capital Master Fund LP, a Cayman Islands exempted limited partnership (“**325 Master Fund**”), 325 Capital GP, LLC, a Delaware limited liability company registered as a foreign partnership in the Cayman Islands (“**325 Capital GP**”), 325 Capital LLC, a Delaware limited liability company (“**325**”), Michael Braner, a United States citizen, Daniel Friedberg, a United States citizen, and Anil Shrivastava, a United States citizen (collectively, the “**Reporting Persons**”).

The principal business of 325 Master Fund is investing in securities. The principal business of 325 Capital GP is serving as the general partner of 325 Master Fund and certain affiliated funds. The principal business of 325 is serving as the investment manager to 325 Master Fund and to certain affiliated funds and separately managed accounts (collectively, the “**SMAs**”). Messrs. Braner, Friedberg, and Shrivastava are Managing Members of 325.

For each of the Reporting Persons, except for 325 Master Fund, the principal business address, which also serves as the principal office, is 200 Park Avenue, 17th Floor, New York, NY 10016. The principal business address for 325 Master Fund is 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.

(d) – (e).

During the last five years, none of the Reporting Persons, nor any of their respective directors or executive officers have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding was, or is, subject to a judgement, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, United States federal or state securities laws or finding any violation with respect to such laws.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On February 1, 2022, 325 and Harbert Discovery Fund, LP (the “**Harbert Fund**”) entered into a group agreement (the “**Group Agreement**”), which is summarized further in Item 6 below.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended and restated in its entirety as follows:

- (a) As of the close of business on February 3, 2022, the Reporting Persons beneficially owned an aggregate of 1,011,789 Shares, which represented 10.3% of the outstanding Shares, based upon 9,835,379 Shares outstanding as of October 31, 2021 as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 12, 2021.

The aggregate beneficial ownership reflected in the remainder of this Item 5, and in the cover pages, reflect beneficial ownership as of the close of business on February 3, 2022.

- (b) Sole power to vote or direct the vote: 0
Shared power to vote or direct the vote: 1,011,789
Sole power to dispose or to direct the disposition: 0
Shared power to dispose or direct the disposition: 1,011,789

The power to vote or to direct the vote or to dispose or direct the disposition of the Shares reported herein is shared among the Reporting Persons, including the 786,461 Shares held in the SMAs.

Because of the arrangements in the Group Agreement, the Reporting Persons, Harbert Fund and certain affiliates of Harbert Fund that beneficially own Shares (the "**Harbert Reporting Persons**") may be deemed to have formed a "group" for purposes of Section 13(d)(3) of the Act. Based on information and belief, collectively, the "group" may be deemed to beneficially own an aggregate of 1,651,957 Shares, which represents approximately 16.8% of the outstanding Common Stock. The Harbert Reporting Persons separately report their beneficial ownership of the Shares on a Schedule 13D with the Securities and Exchange Commission and reference is hereby made to those filings for the beneficial ownership of each Harbert Reporting Person and any changes made thereto. Neither the filing of this Schedule 13D nor any of its contents, however, shall be deemed to constitute an admission by any Reporting Person that it is the beneficial owner of any Shares beneficially owned by Harbert Fund or any of its affiliates for purposes of Section 13(d) of the Act or for any other purpose, and such beneficial ownership is expressly disclaimed.

- (c) The Reporting Persons have not entered into any transactions in the securities of the Issuer since the filing of Amendment No. 2.
- (d) No person other than the Reporting Persons is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On February 1, 2022, 325 and the Harbert Fund entered into the Group Agreement which sets forth certain agreements among the parties with respect to their intention to jointly coordinate their activities with respect to the Issuer as set forth in the Group Agreement. The foregoing description is not complete and is qualified in its entirety by reference to the full text of the Group Agreement which is attached hereto as Exhibit 1 and is incorporated by reference herein.

On February 3, 2022, the Reporting Persons entered into a Joint Filing Agreement in which the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached hereto as Exhibit 2 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following:

- | | |
|-----------|------------------------------------------------|
| Exhibit 1 | Group Agreement, dated February 1, 2022 |
| Exhibit 2 | Joint Filing Agreement, dated February 3, 2022 |

Signatures

After reasonable inquiry and to the best of the knowledge and belief of the undersigned, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 3, 2022

325 CAPITAL MASTER FUND LP

By: 325 Capital GP, LLC, its General Partner

By: /s/ Michael Braner

Name Michael Braner

Title Managing Member

325 CAPITAL GP, LLC

By: /s/ Michael Braner

Name Michael Braner

Title Managing Member

325 CAPITAL LLC

By: /s/ Michael Braner

Name Michael Braner

Title Managing Member

MICHAEL BRANER

By: /s/ Michael Braner

Name Michael Braner

DANIEL FRIEDBERG

By: /s/ Daniel Friedberg

Name Daniel Friedberg

ANIL SHRIVASTAVA

By: /s/ Anil Shrivastava

Name Anil Shrivastava

Group Agreement

THIS AGREEMENT, dated as of February 1, 2022 (the "Effective Date"), is by and between Harbert Discovery Fund, LP ("Harbert") and 325 Capital LLC ("325 Capital") (each, a "Party" and, collectively, the "Parties").

WHEREAS, the Parties, on behalf of themselves, their respective controlled affiliates, and any investment funds, managed accounts or other investment vehicles managed or advised by the Parties or their respective controlled affiliates (such controlled affiliates and vehicles are referred to as each Party's "Covered Entities"), desire to coordinate or provide notice of certain efforts with respect to TransAct Technologies Incorporated (the "Company"), and its shares of common stock, par value \$0.01 per share (the "Common Stock"), or other interests in respect of such shares (including any securities or instruments exchangeable for or convertible into equity or debt securities of the Company, options to purchase or sell equity or debt securities of the Company, and swaps, synthetics and other derivative securities or instruments, the value of which is related to equity or debt securities of the Company) (collectively, "Company Securities"). All references in this Agreement to "Party" shall be deemed to include such Party's Covered Entities, and, in the case of "Parties", shall be deemed to include each Party's Covered Entities. Likewise, all references in this Agreement to (i) Harbert shall be deemed to include Harbert's Covered Entities and (ii) 325 Capital shall be deemed to include 325 Capital's Covered Entities.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this agreement, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Representations.** Harbert represents to 325 Capital that, as of the date hereof, Harbert is the beneficial owner of 640,168 shares of Common Stock and, except for such shares of Common Stock, Harbert and its Covered Entities do not beneficially own nor are party to any other Company Securities. 325 Capital represents to Harbert that, as of the date hereof, 325 Capital is the beneficial owner of 1,011,789 shares of Common Stock and, except for such shares of Common Stock, 325 Capital and its Covered Entities are do not beneficially own nor are party to any other Company Securities.
2. **Securities Transactions.** (a) From and after the Effective Date and subject to the further terms hereof, each Party agrees to as promptly as practicable, but in any event no later than within 24 hours, inform the other Party upon effecting any purchase of Company Securities. (b) During the term of this Agreement, neither Harbert nor 325 Capital shall, directly or indirectly, including, without limitation, through any of their respective Covered Entities sell, pledge or otherwise dispose of more than 1.0% of the outstanding Common Stock without the consent of the other Party (except that no such prior consultation is required in connection with pledging as it relates to customary margin, loan arrangements or similar requirements) with such other Party's consent not to be unreasonably withheld, delayed or conditioned.

3. **Coordinated Activities.** The following matters shall require the mutual agreement of the Parties (which agreement shall not be unreasonably withheld, delayed or conditioned by either of the parties): (i) the selection and nomination of one or more individuals to serve as directors of the Company; (ii) the making, revising or withdrawing of any proposals to the Company regarding the conduct of its business, corporate governance matters, corporate transactions or otherwise; (iii) seeking to control, advise, change or influence the management, directors, governing instruments, shareholders, policies or affairs of the Company; (iv) the conduct of any proxy contest, consent solicitation or similar actions involving the Company, including, without limitation, the engagement of any advisors with respect thereto (other than legal advisors); (v) the manner, form, content and timing of any communications with the Company; (vi) the manner, form, content and timing of any public disclosures, public statements or other communications relating to the Company, the Company Securities, this agreement or the activities contemplated by this agreement (except that, if such disclosure, statement or communication is required by law, regulation or fund documentation applicable to a Party, such Party may make such required disclosure, statement or other communication without the agreement of the other Party, provided that such Party has provided prior notice thereof to the other Party); (vii) the admission of any additional members to any group (within the meaning of Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) with respect to the Company Securities and including the Parties, whether formed by this agreement or otherwise; (viii) entering into any agreement, arrangement or understanding with any third party in connection with the holding, voting or disposition of Company Securities, (ix) entering into any settlement or cooperation agreement with the Company and (x) incurring any expenses above \$500,000 in connection with the activities delineated herein (collectively, the "Coordinated Activities"). Notwithstanding the foregoing, no Party shall share with the other Party any material nonpublic information in its possession concerning the Company that could reasonably be expected to restrict a Party's ability to trade Company Securities, without the express prior written consent of the other Party.

4. **Expenses.** Each Party shall pay half of all expenses incurred in connection with the Coordinated Activities delineated in Section 3 of this Agreement, including legal expenses, proxy solicitation fees, public relations fees and fees paid to other advisors, consultants, executive search firms and board of director nominees, except that each Party shall be responsible for its own expenses for any regulatory filings (including without limitation any filing under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") or with the Securities and Exchange Commission (the "SEC") required by Section 13 or Section 16 of the Exchange Act) reporting ownership of Securities. Each Party will promptly upon request reimburse the other Party for its respective portion of any such shared expenses paid or advanced by the other with reasonable documentation evidencing its expenses. Notwithstanding the foregoing sentence, a Party will not be entitled to contribution for any expense or liability arising out of such Party's or its affiliates' fraud, willful misconduct, gross negligence, or activities or actions prior to the date hereof or any liability or expense relating specifically to such Party, except as otherwise explicitly set forth herein. For the avoidance of doubt, each Party agrees that the expenses incurred in connection with preparing this Agreement, identifying and selecting nominee candidates, including payment to any executive search firm, and preparing documentation relating to the nomination of director candidates, shall be deemed expenses covered under this Agreement by each Party. Any reimbursement from the Company regarding the expenses paid by each Party under this Agreement, shall be allocated to each Party in proportion to the expenses paid pursuant to this Section 4.

5. **Regulatory Reporting.** Each Party shall be responsible for its own regulatory filings, including any filing pursuant to Section 13(d) or Section 16 of the Exchange Act or any filing pursuant to the HSR Act (other than joint filings and filings under Section 14 of the Exchange Act as set forth below), subject to reasonable prior review by and consultation with the other Party. If any such schedule or report may be filed jointly by the Parties and/or their respective affiliates, the Parties will mutually determine whether a joint filing shall be made. Harbert will prepare and timely file all such joint filings as well as any filings required by Section 14 of the Exchange Act; provided that the content thereof relating to 325 Capital or any of its affiliates shall be reasonably satisfactory to 325 Capital, which will be given the opportunity to review and comment on each such filing a reasonable period of time before such filing is made and that Harbert shall not be responsible for the completeness and accuracy of the information concerning 325 Capital contained in such filings, except to the extent that Harbert knows or has reason to believe that such information is inaccurate. Each Party will cooperate with the other, including by providing all necessary information, in order to facilitate the timely and accurate filing of all joint and individual filings. Subject to terms set forth above in this Section 5, each Party shall be responsible for its own regulatory filings, including any filing pursuant to Section 13(d) or Section 16 of the Exchange Act or any filing pursuant to the HSR Act (other than joint filings as set forth above), subject to reasonable prior review by and consultation with the other Party.

6. **Termination.** This agreement will terminate at 11:59 p.m. (New York time) on the first anniversary of the Effective Date, or upon the earlier of the (i) mutual written agreement of the Parties; provided that if one Party provides the other Party with written Notice of its desire for mutual written termination of the Agreement, such other Party's consent to such mutual written termination shall not be unreasonably withheld, delayed or conditioned, (ii) execution by both Parties of a settlement or cooperation agreement with the Company, or (iii) completion of the Company's 2022 annual meeting of shareholders. In the event of termination, the Parties shall cooperate to take such actions as may be necessary or required publicly to disclose such termination and/or the consequences thereof, including, without limitation, amending any prior filings under the Exchange Act concerning the Company, Company Securities and/or the relationship between Harbert and 325 Capital. Sections 4 and 11 shall survive any termination of this agreement.

7. **Relationship of the Parties.** Nothing in this agreement shall be construed as creating (including, without limitation, for U.S. income tax purposes) any agency relationship, nor shall either Party, except as expressly set forth in this Agreement, (i) have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party or (ii) have any fiduciary or other duties to the other Party. The relationship of the Parties pursuant to this Agreement shall be limited to carrying out the activities described in accordance with the terms of this Agreement.

8. **Limitations on Liability.** In no event shall any Party be liable to the other Party for any actions or activities undertaken by such other Party or its affiliates pursuant to this Agreement; provided, however, that a Party shall be liable for any such actions or activities arising out of such Party's or its affiliates' fraud, willful misconduct, gross negligence, or activities or actions prior to the date hereof or any liability or expense relating specifically to such Party.

9. **Notices.** All notices permitted or required hereunder shall be in writing and delivered personally or sent by overnight express mail or courier or sent by electronic mail to the other Party at the address below (or at such other address as a Party shall designate in writing to the other Party in the manner specified herein) and shall be effective at the earlier of the date received or, if by electronic mail, upon sender's receipt of electronic confirmation of receipt if within normal business hours at the place notice was sent or, if thereafter, on the following business day.

If intended for Harbert:

Harbert Discovery Fund, LP
c/o Harbert Discovery Fund GP, LLC
2100 Third Avenue North, Suite 600
Birmingham, AL 35203
Attention: Kevin McGovern, Vice President and Associate General Counsel
kmcgovern@harbert.net

with a copy (which shall not constitute notice) to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Eleazer Klein, Esq.
eleazer.klein@srz.com

If intended for 325 Capital:

325 Capital LLC
200 Park Avenue, 17th Floor
New York, NY 10016
Attention: Dan Friedberg, Managing Member
dfriedberg@325Capital.com

with a copy (which shall not constitute notice) to:

Olshan Frome Wolosky LLP
1325 6th Ave
New York, NY 10019
Attention: Elizabeth R. Gonzalez-Sussman, Esq.
egonzalez@olshanlaw.com

10. **Further Assurances.** Each Party hereby agrees to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such other actions consistent with the terms of this agreement as may be reasonably necessary in order to accomplish the transactions contemplated by this Agreement.

11. **Miscellaneous.** This Agreement (i) shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles, (ii) may not be assigned, amended, waived or modified except by a writing signed by each Party, (iii) may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument, (iv) is solely for the benefit of the Parties hereto and no other person shall have any rights hereunder and (v) represents the entire agreement between the Parties with respect to the subject matter of this agreement. For purposes of this agreement, the terms "beneficially own" or "beneficial ownership" with respect to any securities shall mean having "beneficial ownership" of such securities as determined pursuant to Rule 13d-3 under the Exchange Act. In addition, any legal action or proceeding arising out of the provisions of this Agreement or the Parties' investment in the Company shall be brought and determined in the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York. To the extent required by applicable law, each of the Parties hereby agrees that this Agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

HARBERT DISCOVERY FUND, LP

By: /s/ Kevin McGovern
Name: Kevin McGovern
Title: Vice President and Associate General Counsel of
Harbert Discovery Fund, GP, LLC, its General
Partner

325 CAPITAL LLC

By: /s/ Daniel Friedberg
Name: Daniel Friedberg
Title: Managing Member

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the Common Stock, par value \$0.01 per share, of Transact Technologies Incorporated, a Delaware corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: February 3, 2022

325 CAPITAL MASTER FUND LP

By: 325 Capital GP, LLC, its General Partner

By: /s/ Michael Braner

Name Michael Braner

Title Managing Member

325 CAPITAL GP, LLC

By: /s/ Michael Braner

Name Michael Braner

Title Managing Member

325 CAPITAL LLC

By: /s/ Michael Braner

Name Michael Braner

Title Managing Member

MICHAEL BRANER

By: /s/ Michael Braner

Name Michael Braner

DANIEL FRIEDBERG

By: /s/ Daniel Friedberg

Name Daniel Friedberg

ANIL SHRIVASTAVA

By: /s/ Anil Shrivastava

Name Anil Shrivastava