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 10, 2026

TransAct Technologies Incorporated
(Exact name of registrant as specified in its charter)

Delaware	**0-21121**	**06-1456680**
(State or other jurisdiction of incorporation)	**(Commission file number)**	**(I.R.S. employer identification no.)**

One Hamden Center **2319 Whitney Ave, Suite 3B, Hamden, CT**	**06518**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (203) 859-6800

(Former Name or Former Address, if Changed Since Last Report): Not applicable

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, par value $.01 per share	TACT	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 2.02 Results of Operations and Financial Condition.

The following information is being furnished pursuant to Item 2.02 "Results of Operations and Financial Condition" of Form 8-K. Such information, including Exhibit 99.1 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

On August 11, 2026, TransAct Technologies Incorporated (the "Company") issued a press release announcing its preliminary financial results for the three and six months ended June 30, 2026. A copy of the press release is attached to this report as Exhibit 99.1.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 10, 2026, the Company entered into a severance agreement with Troy W. Ingianni, the Company's Chief Financial Officer, Treasurer and Secretary (the "Severance Agreement"). The Severance Agreement provides for the following terms:

- Termination Severance Payments. If Mr. Ingianni's employment is terminated by the Company without "Cause" (as defined in the Severance Agreement) (other than a termination within 12 months after a Change in Control, as described below), the Company is required to provide, in addition to a payment of accrued salary and benefits, severance payments consisting of the following: (i) one half of Mr. Ingianni's then current base salary, payable in equal installments over a period of six months in connection with the Company's regular payroll dates and procedures; (ii) one half of Mr. Ingianni's annual target bonus amount under the Company's incentive compensation plan, pro-rated for the portion of the fiscal year occurring prior to termination, payable in equal installments over a period of six months in connection with the Company's regular payroll dates and procedures; and (iii) contribution to the cost of Mr. Ingianni's participation in the Company's group medical and dental plans for a period of six months, subject to any employee contribution applicable to Mr. Ingianni on the date of termination and provided Mr. Ingianni is entitled to continue such participation under applicable law and plan terms.

- Change-in-Control Severance Payments. If a Change in Control occurs, and Mr. Ingianni's employment is terminated by the Company without Cause, or if he resigns (subject to a notice and cure period specified in the Severance Agreement) following a significant reduction in the nature or scope of his responsibilities, authorities, powers, functions or duties, a decrease in salary other than resulting from a reduction that applies generally to all management personnel, or a relocation of his principal place of employment by more than 50 miles without his consent, in each case within 12 months after the Change in Control, the Company is required to provide, in addition to a payment of accrued salary and benefits, severance payments consisting of the following: (i) Mr. Ingianni's then current base salary, payable in equal installments over a period of one year in connection with the Company's regular payroll dates and procedures; (ii) Mr. Ingianni's annual target bonus amount under the Company's incentive compensation plan, payable in equal installments over a period of one year in connection with the Company's regular payroll dates and procedures; and (iii) contribution to the cost of Mr. Ingianni's participation in the Company's group medical and dental plans for a period of one year, subject to any employee contribution applicable to Mr. Ingianni on the date of termination and provided Mr. Ingianni is entitled to continue such participation under applicable law and plan terms. In addition, in the event of such a termination of employment, the Company is required to cause the immediate vesting of all awards granted by the Company to Mr. Ingianni under the Company's stock plans. Mr. Ingianni may elect, on ten days' prior written notice, to receive the balance of the payments provided for in clauses (i) and (ii) of this paragraph in a lump sum rather than in installments, and upon such payment, the Company's obligations to provide further installment payments and to contribute to the cost of participation in medical and dental plans will terminate.

- Release. Receipt of the severance benefits described above is conditioned on execution by Mr. Ingianni of a general release of claims in favor of the Company.

- Restrictive Covenants. The Severance Agreement also contains certain customary restrictive covenants, including covenants not to compete with or solicit customers or employees of the Company for six months following termination and confidentiality and nondisclosure covenants.

- Definitions. The Severance Agreement generally defines Cause to include the following reasons: (i) action or inaction by Mr. Ingianni that constitutes larceny, fraud, gross negligence, a willful or negligent misrepresentation to the directors or officers of the Company or a commission of a crime of moral turpitude; (ii) material, repetitive, unjustified and unexcused refusal to follow the reasonable and lawful written instruction of the Board of Directors (the "Board") or Chief Executive Officer of the Company; or (iii) death or disability. A Change in Control is generally defined in the agreement to include (i) a merger of the Company with another company where the majority of the board of directors of the surviving company is not comprised of directors of the Company in office immediately prior to the transaction; (ii) acquisition by a person or group of beneficial ownership of securities of the Company representing more than 50% of the total number of votes that may be cast for the election of directors of the Company; (iii) a change in the Board such that, after an election, a majority of the directors in office are not directors that were nominated by two-thirds of the Board prior to the election; or (iv) a complete liquidation of the Company.

The foregoing summary of the Severance Agreement is qualified in its entirety by reference to the full text of the Severance Agreement, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
10.1	Severance Agreement, entered into as of August 10, 2026, between the Company and Troy W. Ingianni
99.1	Press Release of TransAct Technologies Incorporated Announcing Preliminary Financial Results for the Three and Six Months ended June 30, 2026, dated August 11, 2026
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.

TRANSACT TECHNOLOGIES INCORPORATED

By: /s/ John M. Dillon
John M. Dillon
Chief Executive Officer

Date: August 11, 2026

Exhibit 10.1

SEVERANCE AGREEMENT

This Severance Agreement (the "Agreement") is entered into as of the 10th day of August 2026, by and between **Troy W. Ingianni,** an individual with a residence address of [***] (the "Executive"), and **TransAct Technologies Incorporated**, a Delaware corporation with a mailing address of One Hamden Center, 2319 Whitney Avenue, Suite 3B, Hamden, Connecticut 06518 (the "Company"). As used in this Agreement, the "Company" shall also include all subsidiaries of the Company, as the context requires.

INTRODUCTION

1. The Company is in the business of developing, manufacturing and marketing market-specific solutions including printers, terminals, software and other products for transaction-based and other industries (the "Business").

2. The Company desires that the Executive serve in the position of Chief Financial Officer with the Company and that the Company be able to rely upon his advice when requested as to the best interests of the Company, and its shareholders.

3. The Board of Directors of the Company believes the Executive can best serve the Company without the distractions of personal uncertainties and risks that might be created in the event a change in control of the Company is proposed or his employment by the Company is terminated.

AGREEMENT

In consideration of the premises and mutual promises herein below set forth, the parties hereby agree as follows:

1. Definitions. The following terms shall have the meanings indicated for the purposes of this Agreement:

(a) "Cause" shall mean: (i) the death or disability of the Executive (For purposes of this Agreement, "disability" shall mean the Executive's incapacity due to physical or mental illness which has caused the Executive to be absent from the full-time performance of his duties with the Company for a period of six (6) consecutive months.) (ii) any action or inaction by the Executive that constitutes larceny, fraud, gross negligence, a willful or negligent misrepresentation to the directors or officers of the Company, their successors or assigns, or a crime involving moral turpitude; or (iii) the refusal of the Executive to follow the reasonable and lawful instructions of the CEO or the Board of Directors of the Company with respect to the services to be rendered and the manner of rendering such services by Executive, provided such refusal is material and repetitive and is not justified or excused either by the terms of this Agreement or by actions taken by the Company in violation of this Agreement, and with respect to the first two refusals Executive has been given reasonable written notice and explanation thereof and reasonable opportunity to cure and no cure has been effected within a reasonable time after such notice.

(b) "Change in Control" will be deemed to have occurred if: (1) the Company effectuates a Takeover Transaction; or (2) any election of directors of the Company (whether by the directors then in office or by the stockholders at a meeting or by written consent) where a majority of the directors in office following such election are individuals who were not nominated by a vote of two-thirds of the members of the Board of Directors immediately preceding such election; or (3) the Company effectuates a complete liquidation of the Company or a sale or disposition of all or substantially all of its assets. A "Change in Control" shall not be deemed to include, however, a merger or sale of stock, assets or business of the Company if the Executive immediately after such event owns, or in connection with such event immediately acquires (other than in the Executive's capacity as an equity holder of the Company or as a beneficiary of its employee stock ownership plan or profit sharing plan), any stock of the buyer or any affiliate thereof.

(c) A "Takeover Transaction" shall mean (i) a merger or consolidation of the Company with, or an acquisition of the Company or all or substantially all of its assets by, any other corporation, other than a merger, consolidation or acquisition in which the individuals who were members of the Board of Directors of the Company immediately prior to such transaction continue to constitute a majority of the Board of Directors of the surviving corporation (or, in the case of an acquisition involving a holding company, constitute a majority of the Board of Directors of the holding company) for a period of not less than twelve (12) months following the closing of such transaction, or (ii) when any person or entity or group of persons or entities (other than any trustee or other fiduciary holding securities under an employee benefit plan of the Company) either related or acting in concert becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of securities of the Company representing more than fifty percent (50%) of the total number of votes that may be cast for the election of directors of the Company.

(d) "Terminating Event" shall mean: (i) termination by the Company of the employment of the Executive for any reason other than retirement or for Cause, occurring within twelve (12) months after a Change of Control; or (ii) resignation of the Executive from the employ of the Company, while the Executive is not receiving payments or benefits from the Company by reason of the Executive's disability, subsequent to any of the following events occurring within twelve (12) months after a Change of Control: (A) a significant reduction in the nature or scope of the Executive's responsibilities, authorities, powers, functions or duties from the responsibilities, authorities, powers, functions or duties exercised by the Executive immediately prior to the Change in Control; (B) a decrease in the salary payable by the Company to the Executive from the salary payable to the Executive immediately prior to the Change in Control except for across-the-board salary reductions similarly affecting all management personnel of the Company; or (C) the relocation of the Executive's principal place of employment (without his consent) to a location more than 50 miles from its current location (unless such new location is closer to the Executive's then residence) provided, however, that a Terminating Event shall not be deemed to have occurred solely as a result of the Executive being an employee of any direct or indirect successor to the business or assets of the Company, rather than continuing as an employee of the Company, following a Change in Control; or (D) any other action or inaction that constitutes a material breach of the Agreement by the Company, including without limitation Section 11. It is further understood that a resignation shall qualify as a "terminating event" only if: (i) the Executive gives the Company notice, within ninety (90) days of its first existence or occurrence (without the consent of the Executive) of any or any combination of the events described in this Section 1(e)(ii); (ii) the Company fails to cure the eligibility condition(s) within thirty (30) days of receiving such notice; and (iii) the Executive separates from service not later than 30 days following the end of such thirty-day period.

(e) "Separation from Service" for purposes of the Agreement shall mean a "separation from service" (as defined at Section 1.409A-1(h) of the Treasury Regulations) from the Company and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with the Company under Section 1.409A-1(h)(3) of the Treasury Regulations.

2. Severance.

(a) Without Cause. If the Company terminates the employment of the Executive without Cause, other than as a result of a Terminating Event, then commencing on the date of such termination and for a period of six (6) months thereafter, the Company shall provide Executive with a severance package which shall consist of the following payments: (i) one-half of the Executive's then current annual base salary payable in equal installments in connection with the Company's regular payroll dates and procedures; (ii) one-half of the Executive's annual target bonus amount under the Company's Executive Incentive Compensation Plan ("EIC"), pro-rated for the portion of the fiscal year occurring prior to termination, payable in equal installments in connection with the Company's regular payroll dates and procedures; and (iii) subject to any employee contribution applicable to the Executive on the date of termination, contribution to the cost of the Executive's participation in the Company's group medical and dental plans, provided that the Executive is entitled to continue such participation under applicable law and plan terms.

(b) With a Terminating Event. If the Company terminates the employment of the Executive as a result of a Terminating Event, then commencing on the date of such termination and for a period equal to one (1) year thereafter, the Company shall provide Executive with a severance package which shall consist of the following payments: (i) the Executive's then current annual base salary payable in equal installments in connection with the Company's regular payroll dates and procedures; (ii) the Executive's annual target bonus amount under the Company's Executive Incentive Compensation Plan payable in equal installments in connection with the Company's regular payroll dates and procedures; and (iii) subject to any employee contribution applicable to the Executive on the date of termination, contribution to the cost of the Executive's participation in the Company's group medical and dental plans, provided that the Executive is entitled to continue such participation under applicable law and plan terms. In addition, if the Company terminates employment of the Executive as a result of a Terminating Event, then the Company shall cause the immediate vesting of all awards granted by the Company to the Executive under the Company's stock plans. At any time when the Company is obligated to make installment payments under Section 2(b), the Company shall, ten (10) days after receipt of a written request from the Executive, pay the Executive an amount equal to the balance of the amounts payable under Section 2(b)(i)-(ii), provided that the obligation of the Company to continue to contribute to medical and dental benefits pursuant to Section 2(b)(iii) or to make installment payments under 2(b)(i)-(ii) shall cease upon the payment of such amount; *provided*, that this sentence shall not apply to any portion of the amounts payable under Section 2(b)(i)-(ii) that constitutes or includes nonqualified deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

(c) General Release. As a condition precedent to receiving any severance payment, the Executive shall execute a general release of any and all claims which Executive or his heirs, executors, agents or assigns might have against the Company, its subsidiaries, affiliates, successors, assigns and their past, present and future employees, officers, directors, agents and attorneys. Any such release must be executed in a form prescribed by or acceptable to the Company and delivered to the Company not later than sixty (60) days following the Executive's separation from service. If the Executive's properly executed release is timely delivered to the Company and the Executive does not revoke the release within seven (7) days thereafter or within such shorter period as the Company may prescribe, the severance benefits payable hereunder shall commence upon the expiration of such seven-day or shorter period; *provided*, that the first such payment shall include any amounts that would have been paid earlier but for the provisions of this subsection (c).

(d) Withholding. All payments made by the Company under this Agreement shall be net of any tax or other amounts required to be withheld by the Employer under applicable law.

(e) Effect of Breach. In the event that the Executive breaches Section 3 of this Agreement, he shall forfeit any right to severance payments or benefits contribution hereunder and shall be required to return any severance payments or benefits contributions provided prior to such breach within ten (10) days after a written demand by the Company.

3. Non-Competition. During Executive's employment with the Company and (a) in the case of termination other than as a result of a Terminating Event, for six (6) months following the termination of Executive's employment with the Company or (b) in the case of termination as a result of a Terminating Event, for one (1) year following the termination of Executive's employment with the Company, Executive will not directly or indirectly whether as a partner, consultant, agent, employee, co-venturer, greater than two percent owner or otherwise or through any other person (as hereafter defined): (a) be engaged in any business or activity which is competitive with the business of the Company in any part of the world in which the Company is at the time of the Executive's termination engaged in selling their products directly or indirectly; or (b) attempt to recruit any employee of the Company, assist in their hiring by any other person, or encourage any employee to terminate his or her employment with the Company; or (c) encourage any customer of the Company to conduct with any other Person any business or activity which such customer conducts or could conduct with the Company. For purpose of this Section 3, the term "Company" shall include any person controlling, under common control with or controlled by, the Company.

For purposes of this Agreement, the term "Person" shall mean an individual or corporation, association or partnership in estate or trust or any other entity or organization.

The Executive recognizes and agrees that because a violation by him of this Section 3 will cause irreparable harm to the Company that would be difficult to quantify and for which money damages would be inadequate, the Company shall have the right to injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond.

Executive expressly agrees that the character, duration and scope of this covenant not to compete are reasonable in light of the circumstances as they exist at the date upon which this Agreement has been executed. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character, duration or geographical scope of this covenant not to compete is unreasonable in light of the circumstances as they then exist, then it is the intention of both Executive and the Company that this covenant not to compete shall be construed by the court in such a manner as to impose only those restrictions on the conduct of Executive which are reasonable in light of the circumstances as they then exist and necessary to provide the Company the intended benefit of this covenant to compete.

4. Confidentiality Covenants. Executive understands that the Company may impart to his confidential business information including, without limitation, designs, financial information, personnel information, strategic plans, product development information and the like (collectively "Confidential Information"). Executive hereby acknowledges Company's exclusive ownership of such Confidential Information.

Executive agrees as follows: (1) only to use Confidential Information to provide services to the Company; (2) only to communicate the Confidential Information to fellow employees, agents and representatives of the Company on a need-to-know basis; and (3) not to otherwise disclose or use any Confidential Information. Upon demand by the Company or upon termination of Executive's employment, Executive will deliver to the Company all property of the Company including, but not limited to, all manuals, documents, photographs, recordings, and any other instrument or device by which, through which, or on which Confidential Information has been recorded and/or preserved, which are in Executive's possession, custody or control. Executive acknowledges that for purposes of this Section 4 the term "Company" means any person or entity now or hereafter during the term of this Agreement which controls, is under common control with, or is controlled by, the Company.

The Executive recognizes and agrees that because a violation by him of this Section 4 will cause irreparable harm to the Company that would be difficult to quantify and for which money damages would be inadequate, the Company shall have the right to injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond.

5. Governing Law/Jurisdiction. This Agreement shall be governed by and interpreted and governed in accordance with the laws of the State of Connecticut. The parties agree that this Agreement was made and entered into in Connecticut and each party hereby consents to the jurisdiction of a competent court in Connecticut to hear any dispute arising out of this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supercedes any and all previous agreements, written and oral, regarding the subject matter hereof between the parties hereto. This Agreement shall not be changed, altered, modified or amended, except by a written agreement signed by both parties hereto.

7. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by generally recognized overnight courier service, telex or telecopy, or certified mail, return receipt requested.

(a) To the Company at:

One Hamden Center
2319 Whitney Avenue, Suite 3B
Hamden, CT 06518
Attn: CEO

(b) To the Executive at:

[***]

Any such notice or other communication will be considered to have been given (i) on the date of delivery in person, (ii) on the third day after mailing by certified mail, provided that receipt of delivery is confirmed in writing, (iii) on the first business day following delivery to a commercial overnight courier or (iv) on the date of facsimile transmission (telecopy) provided that the giver of the notice obtains telephone confirmation of receipt.

Either party may, by notice given to the other party in accordance with this section, designate another address or person for receipt of notices hereunder.

8. Severability. If any term or provision of this Agreement, or the application thereof to any person or under any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to the persons or under circumstances other than those as to which it is invalid or unenforceable, shall be considered severable and shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement.

9. Waiver. The failure of any party to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

10. Successors and Assignment. Neither the Company nor the Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the consent of the Executive in the event that the Company shall hereafter affect a reorganization, consolidate with, or merge into, any other Person or transfer all or substantially all of its properties or assets to any other Person. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, their respective successors, executors, administrators, heirs and permitted assigns.

11. Executive Incentive Compensation Plan. During the twelve (12) month period subsequent to any Change in Control, neither the Company, nor, if applicable, any successor to the Company, will eliminate the Executive's participation in the Company's Executive Incentive Compensation Plan or reduce the Executive's target bonus amount under that plan.

12. Section 409A.

(a) In General. To the extent any portion of the payments to be made under the Agreement constitute deferred compensation subject to Section 409A of the Code, such payments shall be made in accordance with the payment schedule provided in Section 2 of the Agreement, but not earlier than the 67th day following the date of the Involuntary Termination.

(b) Specified Employee. Notwithstanding any other provision of the Agreement, if, at the time of separation from service, the Executive is a specified employee as hereinafter defined, any and all amounts payable in connection with such separation from service that constitute deferred compensation subject to Section 409A of the Code, as determined by the Company in its sole discretion, and that would (but for this sentence) be payable within six (6) months following such separation from service, shall instead be paid on the date that follows the date of such separation from service by six (6) months and one (1) day, without interest. For purposes of the preceding sentence, the term "specified employee" means an individual who is determined by the Company to be a specified employee as defined in subsection (a)(2)(B)(i) of Section 409A of the Code. The Company may, but need not, elect in writing, subject to the applicable limitations under Section 409A of the Code, any of the special elective rules prescribed in Section 1.409A-1(i) of the Treasury Regulations for purposes of determining "specified employee" status. Any such written election shall be deemed part of the Agreement.

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

TRANSACT TECHNOLOGIES INCORPORATED

By: /s/ John Dillon
Name: John Dillon
Title: Chief Executive Officer

EXECUTIVE:

By: /s/ Troy W. Ingianni
Name: Troy W. Ingianni
Title: Chief Financial Officer

Exhibit 99.1

TransAct Technologies Reports Preliminary Second Quarter 2026 Financial Results

Sold 1,900 BOHA! Units in the Second Quarter of 2026

FST Recurring Revenue up 13% Year-over-Year

Casino and Gaming Demonstrates Continued Strength

Reiterates 2026 Revenue Guidance of $55 to $57 Million, Increases 2026 Adj. EBITDA Guidance to $1.5 Million to $2.0 Million*

Announces BofA Securities, Inc. as Financial Advisor in Focused Strategic Alternatives Review

Hamden, CT – August 11, 2026 – TransAct Technologies Incorporated (Nasdaq: TACT) (“TransAct” or the “Company”), a leading provider of SaaS software and integrated hardware solutions, today reported preliminary results for the second quarter ended June 30, 2026.

“TransAct delivered solid second-quarter results that reflect meaningful progress on our strategy to build a high margin, software-led recurring revenue business for FST,” said John Dillon, Chief Executive Officer of TransAct. “Underlying demand remained healthy, with strong software growth and continued BOHA! unit placements expanding our install base. We also launched our next generation BOHA! SaaS platform on Microsoft Azure, giving us greater scale, speed, and control. As we focus on monetizing our growing base of online terminals, we are well positioned to drive more predictable, higher quality revenue over time. Casino and Gaming also saw another strong quarter. This market continues to generate substantial cash flow and positive results for the business.”

“We have also engaged BofA Securities as our financial advisor given their expertise in the Casino and Gaming marketplace. We believe the time is right to explore potential strategic options, given the ongoing strength in this market.”

Second Quarter 2026 Financial Highlights

- **Net Sales**: Net sales for the second quarter of 2026 were $13.9 million, up 1% compared to $13.8 million for the second quarter of 2025, and Casino and Gaming sales for the second quarter were $7.3 million, down 4% compared to $7.6 million for the second quarter of 2025. Results include a $1.0 million reduction to Casino and Gaming sales related to customer tariff surcharge refunds; excluding this item, Company-wide net sales would have been $14.9 million, up approximately 8% year-over-year, and Casino and Gaming sales would have been $8.3 million, up approximately 9% year-over-year.

- **FST Recurring Revenue**: FST recurring revenue for the second quarter of 2026 was $3.4 million, which represents an increase of 13% compared to $3.0 million for the second quarter of 2025. FST Recurring Revenue includes software, labels and other recurring sources of revenue. More specifically, software revenue for the second quarter of 2026 was $732 thousand, which represents an increase of 47% compared to $499 thousand for the second quarter of 2025.

- **FST Online BOHA! Units –** Active online BOHA! units increased to 21,790 as of June 30, 2026, as compared with 16,439 units as of June 30, 2025, representing 33% year-over-year growth in online units. Selling software, labels and other recurring sources of revenue into this growing install base is a key focus of management.

- **Gross Profit**: Gross profit for the second quarter of 2026 was $7.0 million, resulting in gross margin of 50.2%, compared to gross profit of $6.7 million for the second quarter of 2025, which delivered a 48.2% gross margin.

- **Operating (Loss) Income**: Operating loss for the second quarter of 2026 was $(54) thousand, or (0.4)% of net sales, compared to an operating loss of $(258) thousand for the second quarter of 2025 and operating income of $771 thousand for the first quarter of 2026.

- **Net Loss****: Net loss for the second quarter of 2026 was $(50) thousand, or $0.00 per diluted share, based on 10.3 million weighted average diluted shares outstanding. This compares to a net loss of $(143) thousand, or $(0.01) per diluted share, based on 10.1 million weighted average diluted shares outstanding, for the second quarter of 2025, and net income of $766 thousand, or $0.07 per diluted share, based on 10.2 million weighted average diluted shares outstanding, for the first quarter of 2026.

- **EBITDA****: EBITDA was $59 thousand for the second quarter of 2026, compared to $28 thousand for the second quarter of 2025 and $881 thousand for the first quarter of 2026.

- **Adjusted EBITDA****: Adjusted EBITDA was $514 thousand for the second quarter of 2026, compared to $478 thousand for the second quarter of 2025 and $1.4 million for the first quarter of 2026.

Engagement of BofA Securities, Inc. (“BofA Securities”)

The Company today announced that its Board of Directors has initiated a formal strategic review of the Casino and Gaming business. Management has engaged BofA Securities as its financial advisor given their expertise within the Casino and Gaming market and their long-standing relationship with TransAct. The Company believes that exploring potential options within Casino and Gaming, given the current strength within this market, is in the best interests of stockholders as they look to maximize value. While the review is focused on the Casino and Gaming business, the Board intends to evaluate a broader range of strategic alternatives to the extent the Board determines that doing so may further enhance stockholder value.

The Company has not set a timetable for the review, and there can be no assurance that the review will result in any transaction or other strategic outcome. The Company does not intend to disclose developments until its Board of Directors has approved a specific transaction or course of action or otherwise determines that disclosure is appropriate or required.

2026 Financial Outlook*

- **Net Sales**: The Company expects full year 2026 net sales of between $55 million and $57 million.

- **Adjusted EBITDA**: The Company now expects full year 2026 adjusted EBITDA to be between $1.5 million and $2.0 million.

*Our outlook for non-GAAP adjusted EBITDA is presented only on a non-GAAP basis as not all of the information necessary for a quantitative reconciliation of this forward-looking non-GAAP financial measure to the most directly comparable GAAP financial measure is available without unreasonable effort, primarily due to uncertainties relating to the occurrence or amount of the adjustments that may arise in the future. If one or more of the currently unavailable items is applicable, some items could be material, individually or in the aggregate, to GAAP reported results.

** Net (Loss) Income, EBITDA and Adjusted EBITDA include a $0.4 million reduction related to the tariff surcharge refunds. See below for descriptions and reconciliations of these non-GAAP measures.

Second Quarter 2026 Conference Call and Webcast
TransAct is hosting a conference call and webcast on August 11, 2026, beginning at 4:30 p.m. ET to discuss the Company's preliminary second quarter 2026 results and other matters. Both the call and the webcast are open to the general public. The conference call number is 877-704-4453 and the conference ID number is 13762138. Please call ten minutes prior to the presentation to ensure that you are connected.

Interested parties may also access the conference call live on the Internet at www.transact-tech.com (select "About" followed by "Investor Relations," then select "News & Events" followed by "Events & Presentations"). Approximately two hours after the call has concluded, an archived version of the webcast will be available for replay at the same location.

Non-GAAP Financial Measures
TransAct is providing certain non-GAAP financial measures because the Company believes that these measures are helpful to investors and others in assessing the ongoing nature of what the Company's management views as TransAct's core operations. EBITDA and adjusted EBITDA provide the Company with an understanding of one aspect of earnings before the impact of investing and financing charges and income taxes. The Company believes that these non-GAAP financial measures provide relevant and useful information to an investor evaluating the Company's operating performance because these measures are: (i) widely used by investors to measure a company's operating performance without regard to items that do not reflect the Company's ongoing operations and are excluded from the calculation of such measures; (ii) used as financial measurements by lenders and other parties to evaluate creditworthiness; and (iii) used by the Company's management for various purposes including strategic planning and forecasting and assessing financial performance. The Company also presents the changes in net sales and Casino and gaming net sales excluding customer tariff surcharge refunds because it believes these measures provide the Company with visibility into the sales performance for the period by excluding the refunds, which the Company believes are not reflective of ongoing operations. The presentation of this non-GAAP information is not considered superior to or a substitute for, and should be read in conjunction with, the financial information prepared in accordance with GAAP.

EBITDA is defined as net income (loss) before net interest income (expense), income taxes, depreciation, and amortization. A reconciliation of EBITDA to net income, the most comparable GAAP financial measure, can be found attached to this release.

Adjusted EBITDA is defined as net (loss) income before net interest income (expense), income taxes, depreciation and amortization and is adjusted for (1) share-based compensation expense and (2) any other items, when they occur, that we believe do not reflect the ordinary earnings of the Company's ongoing business. The Company adjusts EBITDA for share-based compensation because the Company considers share-based compensation expense to be a non-cash expense similar to depreciation and amortization. A reconciliation of adjusted EBITDA to net income, the most comparable GAAP financial measure, can be found attached to this release.

About TransAct Technologies Incorporated

TransAct Technologies Incorporated is a leading provider of SaaS software and integrated hardware solutions that redefine how organizations connect operations, technology and data to drive measurable business value. Through its BOHA!® solutions, serving 19,000 foodservice locations worldwide, TransAct combines purpose-built hardware with a SaaS platform to help foodservice operators automate food safety, improve operational efficiency and maintain trusted brand relevance. In the casino and gaming market, TransAct's award-winning EPIC solutions enable ticket-in/ticket-out (TITO) functionality and advanced promotional capabilities that enhance player engagement and drive revenue for operators globally. TransAct also provides a comprehensive portfolio of consumables and service solutions, allowing customers to simplify operations and partner with a single, trusted provider across their technology ecosystem.

TransAct is headquartered in Hamden, CT. For more information, please visit transact-tech.com or call (203) 859-6800.

Cautionary Statement Regarding Preliminary Financial Information

The Company has prepared the preliminary financial information set forth below on a materially consistent basis with its historical financial information and in good faith based upon its internal reporting as of and for the three and six months ended June 30, 2026. This financial information is preliminary and is thus inherently uncertain and subject to change as the Company finalizes its financial results and related review for the three and six months ended June 30, 2026. During the preparation of the Company's consolidated financial statements and related notes as of and for the three and six months ended June 30, 2026, the Company may identify items that could cause its final reported results to be materially different from the preliminary financial information set forth herein. As a result, there can be no assurance that the Company's final results for these periods will not differ from the preliminary financial information.

This preliminary financial information should not be viewed as a substitute for full financial statements prepared in accordance with GAAP. In addition, this preliminary financial information is not necessarily indicative of the results to be achieved for any future period.

Forward-Looking Statements
Certain statements included in this press release are forward-looking statements within the meaning of the U.S. federal securities laws, including the Private Securities Litigation Reform Act of 1995. Forward-looking statements are any statements other than statements of historical fact. Forward-looking statements represent current views about possible future events and are often identified by the use of forward-looking terminology, such as "may", "will", "could", "expect", "intend", "estimate", "anticipate", "believe", "project", "plan", "predict", "design" or "continue", or the negative thereof, or other similar words. Forward-looking statements are subject to certain risks, uncertainties and assumptions. In the event that one or more of such risks or uncertainties materialize, or one or more underlying assumptions prove incorrect, actual results may differ materially from those expressed or implied by the forward-looking statements. Important factors and uncertainties that could cause actual results to differ materially from those expressed or implied by the forward-looking statements include, but are not limited to, the following: the adverse effects of current economic conditions, including inflation and changes in interest rates, on our business, operations, financial condition, results of operations and capital resources; continued reliance on third parties to host and support our FST offerings; difficulties or delays in manufacturing or delivery of inventory or other supply chain disruptions; our dependence on a single contract manufacturer for the assembly of a large portion of our products in Asia; the imposition of additional duties, tariffs, quotas, taxes, trade barriers, capital flow restrictions and other charges on imports and exports by the United States or the governments of the countries in which we or our manufacturers and suppliers operate including the potential for new or reinstated trade measures, in addition to the 10% tariff surcharge already implemented under Section 122 of the Trade Act of 1974, following the U.S. Supreme Court's decision to invalidate certain previously imposed tariffs; the Russia/Ukraine and Middle East conflicts; inadequate manufacturing capacity or a shortfall or excess of inventory as a result of difficulty in predicting manufacturing requirements due to volatile economic conditions; price increases, decreased availability of third-party component parts or raw materials at reasonable prices, price wars or significant pricing pressures affecting the Company's products in the United States or abroad; increased product costs or reduced customer demand for our products in the United States or abroad, including as a result of trade wars, tariffs or other trade actions; our ability to successfully develop new products that garner customer acceptance and generate sales, both domestically and internationally, in the face of substantial competition; any system outages, interruptions or other disruptions to our software applications, including as a result of unexpected errors or mistakes in connection with over-the-air updates; our ability to successfully grow our business in the food service technology market; renewal rates for our subscription-based products; risks associated with the pursuit of strategic initiatives, including the strategic review of the Company's casino and gaming business, and business growth; uncertainties and administrative, legal, and tax complexities associated with the process of claiming and remitting tariff refunds to customers, which may expose us to litigation, regulatory scrutiny, and financial loss; our dependence on significant suppliers; our ability to recruit and retain quality employees; our dependence on third parties for sales outside the United States; marketplace acceptance of new products; risks associated with foreign operations; political and policy uncertainties and any adverse economic impacts resulting from such uncertainties; our ability to protect intellectual property; exchange rate fluctuations; the availability of needed financing on acceptable terms or at all; volatility of, and decreases in, trading prices of our common stock; and other risk factors identified and discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and other reports filed with the Securities and Exchange Commission. We caution readers not to place undue reliance on forward-looking statements, which speak only as of the date of this release. We undertake no obligation to publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events or other factors, except where we are expressly required to do so by applicable law.

# # #

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TRANSACT TECHNOLOGIES INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Preliminary and Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	**2026**	2025
	(In thousands, except per share data)			
Net sales	**$ 13,948**	$ 13,798	**$ 28,363**	$ 26,851
Cost of sales	**6,946**	7,146	**14,108**	13,840
Gross profit	**7,002**	6,652	**14,255**	13,011
Operating expenses:				
Engineering, design and product development	**1,226**	1,725	**2,606**	3,360
Selling and marketing	**2,736**	2,103	**4,933**	4,188
General and administrative	**3,094**	3,082	**5,999**	5,736
	7,056	6,910	**13,538**	13,284
Operating (loss) income	**(54)**	(258)	**717**	(273)
Interest and other income (expense):				
Interest, net	**59**	40	**125**	62
Other, net	**(25)**	115	**(73)**	178
	34	155	**52**	240
(Loss) income before income taxes	**(20)**	(103)	**769**	(33)
Income tax expense	**(30)**	(40)	**(53)**	(91)
Net (loss) income	**$ (50)**	$ (143)	**$ 716**	$ (124)
Net (loss) income per common share:				
Basic	**$ 0.00**	$ (0.01)	**$ 0.07**	$ (0.01)
Diluted	**$ 0.00**	$ (0.01)	**$ 0.07**	$ (0.01)
Shares used in per share calculation:				
Basic	**10,289**	10,085	**10,234**	10,064
Diluted	**10,289**	10,085	**10,311**	10,064

SUPPLEMENTAL INFORMATION – SALES BY MARKET:
(Preliminary and Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2026	2025	**2026**	2025
	(In thousands)			
Food service technology	**$ 5,172**	$ 4,761	**$ 9,864**	$ 9,669
POS automation	**619**	590	**1,239**	1,208
Casino and gaming	**7,318**	7,629	**15,657**	14,348
TransAct Services Group	**839**	818	**1,603**	1,626
Total net sales	**$ 13,948**	$ 13,798	**$ 28,363**	$ 26,851

TRANSACT TECHNOLOGIES INCORPORATED
CONDENSED CONSOLIDATED BALANCE SHEETS
(Preliminary and Unaudited)

	June 30, 2026	December 31, 2025
	(In thousands)	
Assets:		
Current assets:		
Cash and cash equivalents	**$ 19,387**	$ 20,433
Accounts receivable, net	**10,359**	6,364
Inventories	**9,094**	10,858
Prepaid income taxes	**424**	399
Other current assets	**1,298**	754
Total current assets	**40,562**	38,808
Fixed assets, net	**1,099**	1,243
Right-of-use assets, net	**3,209**	557
Goodwill	**2,621**	2,621
Intangible assets, net	**3,476**	1,503
Other assets	**55**	37
	10,460	5,961
Total assets	**$ 51,022**	$ 44,769
Liabilities and Shareholders' Equity:		
Current liabilities:		
Revolving loan payable	**$ 3,000**	$ 3,000
Accounts payable	**5,034**	3,539
Accrued liabilities	**4,907**	4,763
Lease liabilities	**506**	346
Deferred revenue	**1,850**	1,400
Total current liabilities	**15,297**	13,048
Deferred revenue, net of current portion	**292**	355
Lease liabilities, net of current portion	**2,724**	215
Other liabilities	**34**	35
	3,050	605
Total liabilities	**18,347**	13,653
Shareholders' equity:		
Common stock	**142**	141
Additional paid-in capital	**60,697**	59,824
Retained earnings	**3,991**	3,275
Accumulated other comprehensive loss, net of tax	**(45)**	(14)
Treasury stock, at cost	**(32,110)**	(32,110)
Total shareholders' equity	**32,675**	31,116
Total liabilities and shareholders' equity	**$ 51,022**	$ 44,769

TRANSACT TECHNOLOGIES INCORPORATED
RECONCILIATION OF NET (LOSS) INCOME TO EBITDA AND ADJUSTED EBITDA
NON-GAAP FINANCIAL MEASURES
(Preliminary and Unaudited)

	Three months ended June 30,		Six Months ended June 30,	
	2026	2025	**2026**	2025
	(In thousands)			
Net (loss) income	**$ (50)**	$ (143)	**$ 716**	$ (124)
Interest income, net	**(59)**	(40)	**(125)**	(62)
Income tax expense	**30**	40	**53**	91
Depreciation and amortization	**138**	171	**296**	344
EBITDA	**59**	28	**940**	249
Share-based compensation expense	**455**	450	**966**	773
Adjusted EBITDA	**$ 514**	$ 478	**$ 1,906**	$ 1,022