

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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2026

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to
Commission File Number: 001-40470

GXO

GXO Logistics, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

86-2098312

(I.R.S. Employer Identification No.)

Two American Lane
Greenwich, Connecticut

(Address of principal executive offices)

06831

(Zip Code)

(203) 489-1287

Registrant's telephone number, including area code

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 \$0.01 per share	GXO	New York Stock Exchange
3.750% Notes due 2030	GXO/30	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 4, 2026, there were 115,048,589 shares of the registrant's common stock, par value \$0.01 per share, outstanding.

GXO Logistics, Inc.
Form 10-Q
For the Quarterly Period Ended March 31, 2026
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PART I—FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

GXO Logistics, Inc.
Condensed Consolidated Statements of Operations
(Unaudited)

<i>(Dollars in millions, shares in thousands, except per share amounts)</i>	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 3,298	\$ 2,977
Direct operating expense	2,808	2,558
Selling, general and administrative expense	296	261
Depreciation and amortization expense	115	109
Transaction and integration costs	16	22
Restructuring costs and other	3	17
Regulatory matter	—	66
Net loss on divestiture of business	21	—
Operating income (loss)	39	(56)
Other income (expense), net	10	(5)
Interest expense, net	(32)	(32)
Income (loss) before income taxes	17	(93)
Income tax expense	(12)	(2)
Net income (loss)	5	(95)
Net income attributable to noncontrolling interests (“NCI”)	(1)	(1)
Net income (loss) attributable to GXO	\$ 4	\$ (96)
Earnings (loss) per share		
Basic	\$ 0.03	\$ (0.81)
Diluted	\$ 0.03	\$ (0.81)
Weighted-average shares outstanding used in computation of earnings (loss) per share		
Basic	114,710	118,991
Diluted	115,840	118,991

See accompanying Notes to Condensed Consolidated Financial Statements.

GXO Logistics, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(Unaudited)

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Net income (loss)	\$ 5	\$ (95)
Other comprehensive income (loss), net of tax		
Foreign currency translation adjustments	(24)	74
Cash flow hedges	—	(1)
Fair value hedges	1	—
Pension plans	4	(4)
Other comprehensive income (loss), net of tax	(19)	69
Comprehensive loss, net of tax	(14)	(26)
Less: Comprehensive income attributable to NCI	3	2
Comprehensive loss attributable to GXO	\$ (17)	\$ (28)

See accompanying Notes to Condensed Consolidated Financial Statements.

GXO Logistics, Inc.
Condensed Consolidated Balance Sheets
(Unaudited)

<i>(Dollars in millions, shares in thousands, except per share amounts)</i>	March 31, 2026	December 31, 2025
ASSETS		
Current assets		
Cash and cash equivalents	\$ 794	\$ 854
Accounts receivable, net of allowance of \$15 and \$15	2,020	2,028
Other current assets	397	406
Total current assets	3,211	3,288
Long-term assets		
Property and equipment, net of accumulated depreciation of \$2,179 and \$2,126	1,181	1,151
Operating lease assets	2,630	2,563
Goodwill	3,730	3,781
Intangible assets, net of accumulated amortization of \$780 and \$781	865	909
Other long-term assets	577	570
Total long-term assets	8,983	8,974
Total assets	\$ 12,194	\$ 12,262
LIABILITIES AND EQUITY		
Current liabilities		
Accounts payable	\$ 713	\$ 758
Accrued expenses	1,437	1,492
Current debt	463	446
Current operating lease liabilities	749	745
Other current liabilities	413	434
Total current liabilities	3,775	3,875
Long-term liabilities		
Long-term debt	2,646	2,619
Long-term operating lease liabilities	2,102	2,044
Other long-term liabilities	668	709
Total long-term liabilities	5,416	5,372
Commitments and Contingencies (Note 14)		
Stockholders' Equity		
Common Stock, \$0.01 par value per share; 300,000 shares authorized, 120,380 and 119,868 shares issued and 115,024 and 114,512 shares outstanding, respectively	1	1
Treasury stock, at cost; 5,356 and 5,356 shares, respectively	(202)	(202)
Preferred Stock, \$0.01 par value per share; 10,000 shares authorized, 0 issued and outstanding	—	—
Additional Paid-In Capital ("APIC")	2,669	2,667
Retained earnings	722	718
Accumulated Other Comprehensive Income (Loss) ("AOCIL")	(222)	(201)
Total stockholders' equity before NCI	2,968	2,983
NCI	35	32
Total equity	3,003	3,015
Total liabilities and equity	\$ 12,194	\$ 12,262

See accompanying Notes to Condensed Consolidated Financial Statements.

GXO Logistics, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net income (loss)	\$ 5	\$ (95)
Adjustments to reconcile net income (loss) to net cash provided by operating activities		
Depreciation and amortization expense	115	109
Stock-based compensation expense	10	12
Deferred tax benefit	(3)	(10)
Other	2	5
Changes in operating assets and liabilities		
Accounts receivable	(26)	(49)
Other assets	(2)	91
Accounts payable	(39)	(88)
Accrued expenses and other liabilities	(31)	54
Net cash provided by operating activities	31	29
Cash flows from investing activities:		
Capital expenditures	(65)	(78)
Proceeds from sale of property and equipment	3	1
Net cash used in investing activities	(62)	(77)
Cash flows from financing activities:		
Common stock repurchased	—	(106)
Net borrowings under revolving credit facilities	—	56
Repayments of finance lease obligations	(14)	(11)
Proceeds from exercise of stock options	7	—
Taxes paid related to net share settlement of equity awards	(15)	(6)
Other	(4)	1
Net cash used in financing activities	(26)	(66)
Effect of exchange rates on cash and cash equivalents	(3)	11
Net decrease in cash, restricted cash and cash equivalents	(60)	(103)
Cash, restricted cash and cash equivalents, beginning of period	857	485
Cash, restricted cash and cash equivalents, end of period	\$ 797	\$ 382
Non-cash financing activities:		
Unsettled stock repurchases for which trades occurred	\$ —	\$ 4
Excise tax liability related to stock repurchases	—	1
Reconciliation of cash, restricted cash and cash equivalents		
	March 31, 2026	December 31, 2025
Cash and cash equivalents	\$ 794	\$ 854
Restricted Cash (included in Other current assets)	2	2
Restricted Cash (included in Other long-term assets)	1	1
Total cash, restricted cash and cash equivalents	\$ 797	\$ 857

See accompanying Notes to Condensed Consolidated Financial Statements.

GXO Logistics, Inc.
Condensed Consolidated Statements of Changes in Equity
(Unaudited)

<i>(Shares in thousands, dollars in millions)</i>	Common Stock				Retained Earnings	AOCIL	Equity Before NCI	NCI	Total Equity
	Shares	Amount	Treasury Stock	APIC					
Balance as of December 31, 2025	114,512	\$ 1	\$ (202)	\$ 2,667	\$ 718	\$ (201)	\$ 2,983	\$ 32	\$ 3,015
Net income	—	—	—	—	4	—	4	1	5
Other comprehensive income (loss)	—	—	—	—	—	(21)	(21)	2	(19)
Common stock issued under employee stock plans and exercises of stock options	787	—	—	7	—	—	7	—	7
Tax withholding on vesting of stock-based compensation awards	(275)	—	—	(15)	—	—	(15)	—	(15)
Stock-based compensation	—	—	—	10	—	—	10	—	10
Balance as of March 31, 2026	<u>115,024</u>	<u>\$ 1</u>	<u>\$ (202)</u>	<u>\$ 2,669</u>	<u>\$ 722</u>	<u>\$ (222)</u>	<u>\$ 2,968</u>	<u>\$ 35</u>	<u>\$ 3,003</u>

<i>(Shares in thousands, dollars in millions)</i>	Common Stock				Retained Earnings	AOCIL	Equity Before NCI	NCI	Total Equity
	Shares	Amount	Treasury Stock	APIC					
Balance as of December 31, 2024	119,496	\$ 1	\$ —	\$ 2,629	\$ 686	\$ (313)	\$ 3,003	\$ 32	\$ 3,035
Net income (loss)	—	—	—	—	(96)	—	(96)	1	(95)
Other comprehensive income	—	—	—	—	—	68	68	1	69
Common stock issued under employee stock plans and exercises of stock options	370	—	—	—	—	—	—	—	—
Tax withholding on vesting of stock-based compensation awards	(145)	—	—	(6)	—	—	(6)	—	(6)
Stock-based compensation	—	—	—	12	—	—	12	—	12
Common stock repurchased	(2,766)	—	(111)	—	—	—	(111)	—	(111)
Balance as of March 31, 2025	<u>116,955</u>	<u>\$ 1</u>	<u>\$ (111)</u>	<u>\$ 2,635</u>	<u>\$ 590</u>	<u>\$ (245)</u>	<u>\$ 2,870</u>	<u>\$ 34</u>	<u>\$ 2,904</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

GXO Logistics, Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Basis of Presentation and Significant Accounting Policies and Estimates

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements of GXO Logistics, Inc. (“GXO” or the “Company”) have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) for interim financial information and pursuant to the rules of the United States Securities and Exchange Commission (the “SEC”). Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included.

Operating results for the interim periods are not necessarily indicative of the results that may be expected for the year ending December 31, 2026. The Company’s Condensed Consolidated Financial Statements include the accounts of GXO and its majority-owned subsidiaries and variable interest entities of which the Company is the primary beneficiary. The Company has eliminated intercompany accounts and transactions. The accompanying Condensed Consolidated Financial Statements and Notes thereto should be read in conjunction with the Annual Report on Form 10-K for the year ended December 31, 2025.

The Company presents its operations as one reportable segment.

Accounting Pronouncements Issued But Not Yet Adopted

In November 2024, the FASB issued ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses. This standard requires all public companies to disclose more detailed information about certain costs and expenses in the notes to the financial statements at interim and annual reporting periods. This standard is effective for annual reporting periods beginning after December 15, 2026, with early adoption permitted. The Company does not expect this standard to have a material impact on its results of operations, financial position or cash flows, and is currently evaluating the impact of adopting this standard on its disclosures.

In September 2025, the FASB issued ASU 2025-06, Intangibles- Goodwill and Other- Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software. The amendments in this update remove all references to prescriptive and sequential software development stages (referred to as “project stages”) throughout Subtopic 350-40. Therefore, an entity is required to start capitalizing software costs when certain capitalization criteria are met. The ASU also supersedes guidance on website development costs. The amendments are effective for all entities for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption is permitted as of the beginning of an annual reporting period. The Company is currently evaluating the impact of this standard on its results of operations, financial position or cash flows, and the impact of adopting this standard on its disclosures.

2. Revenue Recognition

Revenue disaggregated by geographical area was as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
United Kingdom	\$ 1,595	\$ 1,391
United States	751	752
Netherlands	270	232
France	208	186
Spain	162	143
Italy	109	95
Other	203	178
Total	\$ 3,298	\$ 2,977

The Company's revenue can also be disaggregated by various verticals, reflecting the customers' principal industry. Revenue disaggregated by industry was as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Omnichannel retail	\$ 1,561	\$ 1,422
Technology and consumer electronics	433	393
Industrial and manufacturing	394	362
Consumer packaged goods	334	284
Food and beverage	317	314
Other	259	202
Total	\$ 3,298	\$ 2,977

Contract Assets and Liabilities

The contract asset and contract liability balances from contracts with customers were as follows:

<i>(In millions)</i>	March 31,	December 31,
	2026	2025
Contract assets and contract costs included in:		
Other current assets	\$ 32	\$ 36
Other long-term assets	238	235
Total contract assets	\$ 270	\$ 271
Contract liabilities included in:		
Other current liabilities	\$ 267	\$ 279
Other long-term liabilities	104	101
Total contract liabilities	\$ 371	\$ 380

Revenue recognized included the following:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Amounts included in the beginning of year contract liability balance	\$ 212	\$ 197

3. Segment Information

The Company is organized geographically into three operating segments: i) Americas and Asia-Pacific, ii) United Kingdom and Ireland, and iii) Continental Europe. The Company's reporting unit results are regularly provided to the Chief Operating Decision Maker ("CODM"). The CODM is our Chief Executive Officer, who assesses the Company's performance and allocates resources.

The CODM evaluates the Company's performance and allocates resources primarily based on adjusted earnings before interest, taxes, depreciation and amortization, adjusted for transaction and integration costs, restructuring costs and other, regulatory matter, net loss on divestiture of business and unrealized gain/loss on foreign currency contracts ("Adjusted EBITDA"). The CODM uses Adjusted EBITDA to communicate performance targets to the segment managers, allocate resources to the segments, and to monitor segment performance. Additionally, the CODM considers the performance of this measure against planned and forecasted amounts to make investing and resource allocation decisions. The actual results are used in assessing performance of the Company and in establishing management's compensation.

For disclosure purposes, we aggregate these three operating segments into one reportable segment due to the similar nature of their operations and economic characteristics.

The Company's segment results were as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Revenue	\$ 3,298	\$ 2,977
Direct operating expense	2,808	2,558
Selling, general and administrative expense ⁽¹⁾	280	246
Other income, net ⁽²⁾⁽³⁾	(6)	(5)
Segment Adjusted EBITDA	\$ 216	\$ 178
Less:		
Corporate expenses ⁽⁴⁾	16	15
Depreciation expense	86	80
Amortization of intangible assets acquired	29	29
Transaction and integration costs	16	22
Restructuring costs and other	3	17
Regulatory matter	—	66
Net loss on divestiture of business	21	—
Unrealized (gain) loss on foreign currency contracts ⁽³⁾	(4)	10
Interest expense, net	32	32
Income (loss) before income taxes	17	(93)
Income tax expense	(12)	(2)
Net income (loss)	\$ 5	\$ (95)

(1) Excludes unallocated corporate expenses.

(2) Other income (expense), net, excluding unrealized (gain) loss on foreign currency contracts.

(3) Included in Other income (expense), net in the Condensed Consolidated Statements of Operations.

(4) Corporate expenses include unallocated costs related to corporate functions such as salaries and benefits, rent, and professional fees which are recorded in Selling, general and administrative expenses in the Condensed Consolidated Statements of Operations.

4. Leases

The Company has entered into noncancelable operating and finance leases primarily for real estate and warehouse equipment. The Company determines whether an arrangement is a lease at inception and, if so, whether that lease meets the classification criteria for a finance or an operating lease at the commencement date.

Total lease cost recorded in the Condensed Consolidated Statements of Operations was as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Operating lease cost ⁽¹⁾⁽²⁾	\$ 212	\$ 206
Finance lease cost:		
Amortization of the right-of-use assets ⁽³⁾	10	7
Interest on the lease liabilities ⁽⁴⁾	4	4
Total finance lease cost	14	11
Variable lease cost ⁽¹⁾	63	44
Short-term lease cost ⁽¹⁾	47	47
Total lease cost⁽⁵⁾	\$ 336	\$ 308

(1) Operating, variable, and short-term lease costs are primarily included in Direct operating expense in the Condensed Consolidated Statements of Operations.

(2) For the three months ended March 31, 2026, the Company recorded a net benefit of \$26 million from a real estate transaction that resulted in an early termination of a lease.

(3) Amortization of right-of-use assets is included in Depreciation and amortization in the Condensed Consolidated Statements of Operations.

(4) Interest on the lease liabilities is included in Interest expense, net in the Condensed Consolidated Statements of Operations.

(5) Total lease cost excludes sublease income for all periods presented, as it was not material.

The following amounts were recorded in the Condensed Consolidated Balance Sheets related to leases:

<i>(In millions)</i>	March 31,	December 31,
	2026	2025
Operating leases:		
Operating lease assets	\$ 2,630	\$ 2,563
Current operating lease liabilities	749	745
Long-term operating lease liabilities	2,102	2,044
Total operating lease liabilities	\$ 2,851	\$ 2,789
Finance leases:		
Property and equipment, net	\$ 347	\$ 306
Current debt	61	45
Long-term debt	314	281
Total finance lease liabilities	\$ 375	\$ 326

Subsequent to the quarter end, the Company entered into a finance lease in the amount of \$89 million with a commencement date of April 1, 2026.

Supplemental cash flow information related to leases was as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Right-of-use assets obtained in exchange for lease liabilities:		
Operating leases	294	197
Finance leases	69	36

5. Goodwill

The following table presents the changes in Goodwill for the three months ended March 31, 2026:

(In millions)

Balance as of December 31, 2025	\$	3,781
Impact of foreign exchange translation		(51)
Balance as of March 31, 2026	\$	3,730

As of March 31, 2026 and December 31, 2025, there was a \$4 million accumulated goodwill impairment loss.

6. Intangible Assets

The following table summarizes identifiable intangible assets subject to amortization:

(In millions)	March 31, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Value	Gross Carrying Amount	Accumulated Amortization	Net Value
Customer relationships	\$ 1,564	\$ (742)	\$ 822	\$ 1,609	\$ (747)	\$ 862
Trade names and trademarks	64	(32)	32	64	(29)	35
Developed technology	17	(6)	11	17	(5)	12
Total	\$ 1,645	\$ (780)	\$ 865	\$ 1,690	\$ (781)	\$ 909

Intangible asset amortization expense was \$29 million and \$29 million for the three months ended March 31, 2026 and 2025, respectively.

7. Debt and Financing Arrangements

The following table summarizes the carrying value of the Company's debt:

(In millions, except percentages)	Rate ⁽¹⁾	March 31, 2026	December 31, 2025
Unsecured notes due 2026	1.65 %	\$ 400	\$ 400
Unsecured notes due 2029 ⁽²⁾	6.25 %	595	594
Unsecured notes due 2031 ⁽³⁾	2.65 %	398	398
Unsecured notes due 2034 ⁽⁴⁾	6.50 %	491	491
Euro unsecured notes due 2030 (€500 principal) ⁽⁵⁾	3.75 %	571	580
Five-Year Term Loan due 2027	5.14 %	275	275
Finance leases and other debt	Various	379	327
Total Debt		3,109	3,065
Less: Current debt ⁽⁶⁾		463	446
Total Long-term debt		\$ 2,646	\$ 2,619

(1) Interest rate as of March 31, 2026.

(2) Net of unamortized discount and debt issuance costs of \$5 million and \$6 million as of March 31, 2026 and December 31, 2025, respectively.

(3) Net of unamortized discount and debt issuance costs of \$2 million as of March 31, 2026 and December 31, 2025.

(4) Net of unamortized discount and debt issuance costs of \$9 million as of March 31, 2026 and December 31, 2025.

(5) Net of unamortized discount and debt issuance costs of \$7 million as of March 31, 2026 and December 31, 2025.

(6) As of March 31, 2026, and December 31, 2025, current debt includes \$400 million of Unsecured notes due July 2026.

Revolving Credit Facilities

The Company has a five-year unsecured, multicurrency revolving credit facility expiring in 2029 (the “Revolving Credit Agreement”). The aggregate commitment of all lenders under the Revolving Credit Agreement is equal to \$800 million, of which \$100 million is available for the issuance of letters of credit. As of March 31, 2026, and December 31, 2025, no amounts were outstanding, and letters of credit were \$7 million and \$6 million, respectively, under the Revolving Credit Agreement.

Borrowings under revolving credit facilities maturing in three months or less are presented net in the Condensed Consolidated Statement of Cash Flows.

Covenants and Compliance

The covenants for the Company’s debt securities, which are customary for financings of this type, limit the Company’s ability to incur indebtedness and grant liens, among other restrictions. In addition, the facilities require the Company to maintain a consolidated leverage ratio below a specified maximum. As of March 31, 2026, the Company complied with the covenants contained in its debt and financing arrangements.

Factoring Programs

The Company sells certain of its trade receivables on a non-recourse basis to third-party financial institutions under various factoring agreements.

Information related to the trade receivables sold was as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Receivables sold in period	\$ 601	\$ 602
Cash consideration	597	598
Net cash provided by (used in) operating cash flows	4	(12)

8. Fair Value Measurements and Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The levels of inputs used to measure fair value are:

- Level 1—Quoted prices for identical instruments in active markets;
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets; and
- Level 3—Valuations based on inputs that are unobservable, generally utilizing pricing models or other valuation techniques that reflect management’s judgment and estimates.

Assets and Liabilities

The Company bases its fair value estimates on market assumptions and available information. The carrying values of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and current maturities of long-term debt approximated their fair values as of March 31, 2026 and December 31, 2025, due to their short-term nature.

Debt

The fair value of debt was as follows:

<i>(In millions)</i>	Level	March 31, 2026		December 31, 2025	
		Fair Value	Carrying Value	Fair Value	Carrying Value
Unsecured notes due 2026	2	\$ 397	\$ 400	\$ 394	\$ 400
Unsecured notes due 2029	2	622	595	631	594
Unsecured notes due 2031	2	356	398	358	398
Unsecured notes due 2034	2	525	491	540	491
Euro unsecured notes due 2030	2	567	571	586	580
Five-Year Term Loan due 2027	2	272	275	272	275

Financial Instruments

The Company directly manages its exposure to risks arising from business operations and economic factors, including fluctuations in interest rates and foreign currencies. The Company uses derivative instruments to manage the volatility related to these exposures.

The notional amount and fair value of derivative instruments were as follows:

<i>(In millions)</i>	March 31, 2026		December 31, 2025		Balance Sheet Location
	Notional Amount	Fair Value	Notional Amount	Fair Value	
Derivatives designated as net investment hedges:					
Cross-currency swaps	\$ 422	\$ 26	\$ 422	\$ 33	Other current liabilities
Cross-currency swaps	1,400	111	1,400	143	Other long-term liabilities
Derivatives designated as fair value hedges:					
Cross-currency swaps	\$ 236	\$ 5	\$ —	\$ —	Other long-term assets
Cross-currency swaps	—	—	236	1	Other long-term liabilities
Derivatives not designated as hedges:					
Foreign currency option contracts	\$ 267	\$ 5	\$ 308	\$ 3	Other current assets
Foreign currency option contracts	274	2	316	4	Other current liabilities
Foreign currency forward contracts	3	—	—	—	Other current assets
Foreign currency forward contracts	139	—	231	1	Other current liabilities

As of March 31, 2026 and December 31, 2025, the derivatives were classified as Level 2 within the fair value hierarchy. The derivatives are valued using inputs other than quoted prices such as foreign exchange rates and yield curves.

The effect of hedges on AOCIL and in the Condensed Consolidated Statements of Operations was as follows:

<i>(In millions)</i>	Three Months Ended March 31, 2026			Three Months Ended March 31, 2025		
	Amount of Gain (Loss) Recognized in Other Comprehensive Income on Derivative	Gain (Loss) Reclassified from AOCIL into Net Income	Gain (Loss) Recognized in Net Income on Derivative (Excluded from effectiveness testing)	Amount of Gain (Loss) Recognized in Other Comprehensive Income on Derivative	Gain (Loss) Reclassified from AOCIL into Net Income	Gain (Loss) Recognized in Net Income on Derivative (Excluded from effectiveness testing)
Net investment hedges						
Cross-currency swaps ⁽¹⁾	\$ 39	\$ (1)	\$ 1	\$ (76)	\$ (3)	\$ 1
Cash flow hedges						
Interest rate swaps ⁽¹⁾	\$ —	\$ —	\$ —	\$ (1)	\$ —	\$ —
Fair value hedges						
Cross-currency swaps ⁽²⁾	\$ 2	\$ 1	\$ —	\$ —	\$ —	\$ —

(1) Amounts reclassified to Net income are reported in Interest expense, net in the Condensed Consolidated Statements of Operations.

(2) Amounts reclassified to Net income are reported in Other income, net in the Condensed Consolidated Statements of Operations.

Derivatives Not Designated as Hedges

Gains and losses recognized in Other income (expense), net in the Condensed Consolidated Statements of Operations for foreign currency options and forward contracts were as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Foreign currency gain (loss) on foreign currency contracts	\$ 3	\$ (8)

9. Restructuring Costs and Other

Restructuring costs and other primarily consisted of severance paid to exiting members of the Company's leadership team and to individuals as part of an initiative to optimize corporate expenses.

The following table summarizes changes in the restructuring liability, which is included in Accrued expenses and Other long-term liabilities in the Condensed Consolidated Balance Sheets.

<i>(In millions)</i>	Severance
Balance as of December 31, 2025	\$ 15
Charges incurred	3
Payments	(4)
Balance as of March 31, 2026	\$ 14

As of March 31, 2026, \$10 million of the restructuring liability is expected to be paid in the next 12 months.

10. Divestiture

In 2024, the Company completed the acquisition of Wincanton plc (now Wincanton Limited) (the “Wincanton Acquisition”). The Wincanton Acquisition was subject to review by the U.K. Competition and Markets Authority (the “CMA”). In 2025, the CMA approved the Wincanton Acquisition, subject to the divestment of certain grocery contracts in the U.K. (the “Wincanton Divestment”).

In the fourth quarter of 2025, the Company met the held-for-sale criteria for the anticipated Wincanton Divestment and recorded a \$37 million write-down loss, including \$4 million of goodwill, \$21 million of customer relationships, and \$12 million fair value adjustment. In the first quarter of 2026, the Company recorded an additional \$21 million impairment due to a further reduction in estimated fair value.

Assets and liabilities held for sale were not material as of March 31, 2026, and December 31, 2025, and are included in Other current assets and Other current liabilities, respectively, in the Condensed Consolidated Balance Sheets. The Company expects to complete the Wincanton Divestment before the end of the year.

11. Employee Benefit Plans

Defined Benefit Plans

The Company offers pension plans in certain jurisdictions, with the most significant in the U.K. In the U.K., the Company sponsors two defined benefit pension schemes (the “U.K. Retirement Plans”). The U.K. Retirement Plans do not allow for new plan participants or additional benefit accruals. The funded status of the U.K. Retirement Plans was recorded in Other long-term assets in the Condensed Consolidated Balance Sheets.

The Company considers its other defined benefit pension plans not material to its Consolidated Financial Statements and excludes them from the disclosure below.

Components of the net periodic benefit income recognized under the U.K. Retirement Plans were as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Interest cost	\$ (20)	\$ (21)
Expected return on plan assets	29	27
Amortization of net loss	(2)	(1)
Net periodic pension income⁽¹⁾	\$ 7	\$ 5

(1) Net periodic pension income was recorded in Other income (expense), net in the Condensed Consolidated Statements of Operations.

Defined Contribution Plans

Also, the Company has defined-contribution retirement plans for its United States employees and employees of certain foreign subsidiaries. In these plans, employees are allowed to contribute a portion of their salaries and bonuses to the plans, and the Company matches a portion of the employee contributions.

Defined contribution plan costs were as follows:

<i>(In millions)</i>	Three Months Ended March 31,	
	2026	2025
Defined contribution costs⁽¹⁾	\$ 38	\$ 31

(1) Defined contribution plan costs were primarily recorded in Direct operating expense in the Condensed Consolidated Statements of Operations.

12. Income Taxes

Income tax expense for the three months ended March 31, 2026, was \$12 million compared with \$2 million for the same period in 2025. The Company's effective tax rate for the three months ended March 31, 2026, was an expense on a pre-tax income of 68.9%, compared to an expense on a pre-tax loss of (2.7)% for the same period in 2025. The change to the Company's effective tax rate was primarily driven by an increase in pre-tax income, as well as an increase in unrecognized tax benefits, and a non-deductible fair value adjustment related to the Wincanton Divestment in the current period, and the regulatory matter in the prior period.

13. Stockholders' Equity

Stock Repurchase Plan

In February 2025, the Company's board of directors authorized and announced the repurchase of up to \$500 million of its common stock (the "Repurchase Plan"). The Repurchase Plan permits shares of common stock to be repurchased from time to time in management's discretion. The Repurchase Plan does not obligate the Company to repurchase any specific number of shares of common stock and may be suspended or discontinued at any time. No shares were repurchased during the first quarter of 2026. As of December 31, 2025, and March 31, 2026, the remaining authorization under the Repurchase Plan was \$300 million.

Accumulated Other Comprehensive Income - Loss

The following tables summarize the changes in AOCIL by component:

<i>(In millions)</i>	Foreign Currency Adjustment		Cash Flow Hedges	Fair Value Hedges	Defined Benefit Plans	Less: AOCIL attributable to NCI	AOCIL attributable to GXO
	Foreign Currency Translation Adjustments	Net Investment Hedges					
As of December 31, 2025	\$ 147	\$ (164)	\$ 1	\$ (1)	\$ (186)	\$ 2	\$ (201)
Other comprehensive income (loss) before reclassifications	(54)	39	—	2	3	(2)	(12)
Amounts reclassified to net income	—	—	—	(1)	2	—	1
Tax amounts	(1)	(8)	—	—	(1)	—	(10)
Other comprehensive income (loss), net of tax	(55)	31	—	1	4	(2)	(21)
As of March 31, 2026	\$ 92	\$ (133)	\$ 1	\$ —	\$ (182)	\$ —	\$ (222)

<i>(In millions)</i>	Foreign Currency Adjustment					
	Foreign Currency Translation Adjustments	Net Investment Hedges	Cash Flow Hedges	Defined Benefit Plans	Less: AOCIL attributable to NCI	AOCIL attributable to GXO
As of December 31, 2024	\$ (195)	\$ 31	\$ 4	\$ (155)	\$ 2	\$ (313)
Other comprehensive income (loss) before reclassifications	131	(76)	(1)	(6)	(1)	47
Amounts reclassified to net income	—	2	—	1	—	3
Tax amounts	—	17	—	1	—	18
Other comprehensive income (loss), net of tax	131	(57)	(1)	(4)	(1)	68
As of March 31, 2025	\$ (64)	\$ (26)	\$ 3	\$ (159)	\$ 1	\$ (245)

14. Commitments and Contingencies

The Company is involved, and will continue to be involved, in numerous legal proceedings arising from the conduct of its business. These proceedings may include personal injury claims arising from the transportation and handling of goods, contractual disputes and employment-related claims, including alleged violations of wage and hour laws.

The Company establishes accruals for specific legal proceedings when it is considered probable that a loss has been incurred and the amount of the loss can be reasonably estimated. The Company reviews and adjusts accruals for loss contingencies quarterly and as additional information becomes available. If a loss is not both probable and reasonably estimable, or if an exposure to a loss exists in excess of the amount accrued, the Company assesses whether there is at least a reasonable possibility that a loss, or additional loss, may have been incurred. If there is a reasonable possibility that a loss, or additional loss, may have been incurred, the Company discloses the estimate of the possible loss or range of loss if it is material and an estimate can be made, or discloses that such an estimate cannot be made. The determination as to whether a loss can reasonably be considered to be possible or probable is based on management's assessment, together with legal counsel, regarding the ultimate outcome of the matter.

Management of the Company believes that it has adequately accrued for the potential impact of loss contingencies that are probable and reasonably estimable. Management of the Company does not believe that the ultimate resolution of any matters to which the Company is presently a party will have a material adverse effect on its results of operations, financial condition or cash flows. However, the results of these matters cannot be predicted with certainty, and an unfavorable resolution of one or more of these matters could have a material adverse effect on the Company's financial condition, results of operations or cash flows. Legal costs related to these matters are expensed as they are incurred.

The Company carries liability and excess umbrella insurance policies that are deemed sufficient to cover potential legal claims arising in the normal course of conducting its operations. In the event the Company is required to satisfy a legal claim outside the scope of the coverage provided by insurance, its financial condition, results of operations or cash flows could be negatively impacted.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Cautionary Statement Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q and other written reports and oral statements we make from time to time contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements. In some cases, forward-looking statements can be identified by the use of forward-looking terms such as "anticipate," "estimate," "believe," "continue," "could," "intend," "may," "plan," "potential," "predict," "should," "will," "expect," "objective," "projection," "forecast," "goal," "guidance," "outlook," "effort," "target," "trajectory" or the negative of these terms or other comparable terms. However, the absence of these words does not mean that the statements are not forward-looking. These forward-looking statements are based on certain assumptions and analyses made by the Company in light of its experience and its perception of historical trends, current conditions and expected future developments, as well as other factors it believes are appropriate in the circumstances. These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions that may cause actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Factors that might cause or contribute to a material difference include those discussed below and the risks discussed in the Company's other filings with the Securities and Exchange Commission (the "SEC"). All forward-looking statements set forth in this Quarterly Report on Form 10-Q are qualified by these cautionary statements, and there can be no assurance that the results or developments anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequence to or effects on the Company or its business or operations.

The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC on February 25, 2026 (the "2025 Form 10-K"), and the unaudited condensed consolidated financial statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q.

Business Overview

GXO Logistics, Inc., together with its subsidiaries ("GXO," the "Company," "our" or "we"), is the largest pure-play contract logistics provider in the world and a foremost innovator in the industry. We provide our customers with high-value-added warehousing and distribution, order fulfillment, e-commerce, reverse logistics, and other supply chain services differentiated by our ability to deliver technology-enabled, customized solutions at scale. Our customers rely on us to move their goods with high efficiency through their supply chains — from the moment goods arrive at our warehouses through fulfillment and distribution, and the management of returned products. Our customer base includes many blue-chip leaders across sectors with high growth and/or durable demand, with significant growth potential through customer outsourcing of logistics services.

Our business model is asset-light and historically resilient in cycles, with high returns, strong free cash flow, and visibility into revenue and earnings. The vast majority of our contracts with customers are long-term, and our warehouse lease arrangements generally align with the length of those contracts. The Company has both fixed-price contracts (closed-book or hybrid) and cost-plus contracts (open-book). Most of our customer contracts contain both fixed and variable components. The fixed component is typically designed to cover warehouse, technology, and equipment costs, while the variable component is determined based on expected volumes and associated labor costs. Under fixed-price contracts, the Company agrees to perform the specified work for a pre-determined price. To the extent the Company's actual costs vary from the estimates upon which the price was negotiated, the Company will generate more or less profit. Cost-plus contracts provide for the payment of allowable costs incurred during contract performance, plus a specified margin.

Results of Operations

Three Months Ended March 31, 2026 compared with the Three Months Ended March 31, 2025

<i>(In millions, except percentages)</i>	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Revenue	\$ 3,298	\$ 2,977	\$ 321	11 %
Direct operating expense	2,808	2,558	250	10 %
Selling, general and administrative expense	296	261	35	13 %
Depreciation and amortization expense	115	109	6	6 %
Transaction and integration costs	16	22	(6)	(27)%
Restructuring costs and other	3	17	(14)	(82)%
Regulatory matter	—	66	(66)	(100)%
Net loss on divestiture of business	21	—	21	n/m
Operating income (loss)	39	(56)	95	n/m
Other income (expense), net	10	(5)	15	n/m
Interest expense, net	(32)	(32)	—	— %
Income (loss) before income taxes	17	(93)	110	n/m
Income tax expense	(12)	(2)	(10)	n/m
Net income (loss)	\$ 5	\$ (95)	\$ 100	n/m

n/m - not meaningful

Revenue for the three months ended March 31, 2026, increased by 11%, or \$321 million, to \$3.3 billion compared with \$3.0 billion for the same period in 2025. The increase reflects growth in our business and \$198 million of foreign currency movements for the three months ended March 31, 2026.

Direct operating expense for the three months ended March 31, 2026, increased by 10%, or \$250 million, to \$2.8 billion compared with \$2.6 billion for the same period in 2025. As a percentage of revenue, Direct operating expense for the three months ended March 31, 2026, decreased to 85.1% compared with 85.9% for the same period in 2025. The increase reflects growth in our business and \$158 million of foreign currency movements for the three months ended March 31, 2026. For the three months ended March 31, 2026, we recorded a net benefit of \$28 million, primarily in rent expense, from a real estate transaction that resulted in an early termination of a lease. The increase in Direct operating expense before recognizing the real estate transaction was in line with our business growth.

Selling, general and administrative expense (“SG&A”) for the three months ended March 31, 2026, increased by \$35 million, to \$296 million compared with \$261 million for the same period in 2025. The increase reflects growth in our business and \$19 million of foreign currency movements for the three months ended March 31, 2026.

Depreciation and amortization expense for the three months ended March 31, 2026, increased by \$6 million, to \$115 million, compared with \$109 million for the same period in 2025. Amortization expense was \$29 million for both the three months ended March 31, 2026, and 2025.

Transaction and integration costs for the three months ended March 31, 2026, and 2025, were \$16 million and \$22 million, respectively, and primarily related to the acquisition and integration of Wincanton plc (now Wincanton Limited).

Restructuring costs and other costs for the three months ended March 31, 2026, and 2025, were \$3 million and \$17 million, respectively. Restructuring costs primarily consisted of severance paid to exiting members of the Company’s leadership team and to individuals as part of an initiative to optimize corporate expenses.

Regulatory matter for the three months ended March 31, 2025, was \$66 million and related to the deductibility of value-added tax payments we made to certain third-party service providers, which was settled in 2025.

Net loss on divestiture of business for the three months ended March 31, 2026, was \$21 million, and related to a further reduction of the estimated fair value of certain grocery contracts. See Note 10. "Divestiture," to the Condensed Consolidated Financial Statements.

Other income (expense), net increased from expense to income, primarily due to foreign currency gain on foreign currency contracts. Other income (expense), net was as follows:

<i>(In millions, except percentages)</i>	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Net periodic pension income	\$ 7	\$ 5	\$ 2	40 %
Foreign currency gain (loss):				
Realized loss on foreign currency contracts	(1)	—	(1)	n/m
Unrealized gain (loss) on foreign currency contracts	4	(10)	14	n/m
Foreign currency transaction and remeasurement gain, net of foreign currency contracts on intercompany loans	1	—	1	n/m
Total foreign currency gain (loss)	4	(10)	14	n/m
Other	(1)	—	(1)	n/m
Other income (expense), net	\$ 10	\$ (5)	\$ 15	n/m

n/m - not meaningful

Interest expense, net was as follows:

<i>(In millions, except percentages)</i>	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Debt and capital leases	\$ 43	\$ 43	\$ —	— %
Cross-currency swaps	(8)	(9)	1	(11)%
Interest income	(3)	(2)	(1)	50 %
Interest expense, net	\$ 32	\$ 32	\$ —	— %

Income (loss) before income taxes for the three months ended March 31, 2026, was income of \$17 million compared with a loss of \$93 million for the same period in 2025. The increase from loss to income reflects higher operating income, primarily due to growth in our business and a net benefit of \$28 million from a real estate transaction, lower regulatory matters, and unrealized gain on foreign currency contracts.

Income tax expense for the three months ended March 31, 2026, was \$12 million compared with \$2 million for the same period in 2025. Our effective tax rate for the three months ended March 31, 2026, was an expense on a pre-tax income of 68.9%, compared to an expense on a pre-tax loss of (2.7)% for the same period in 2025. The change to our effective tax rate was primarily driven by an increase in pre-tax income, as well as an increase in unrecognized tax benefits, and a non-deductible fair value adjustment related to the Wincanton Divestment in the current period, and the regulatory matter in the prior period.

Liquidity and Capital Resources

Our ability to fund our operations and anticipated capital needs is reliant upon the generation of cash from operations, supplemented as necessary by periodic utilization of our revolving credit facility and factoring programs. Our principal uses of cash in the future will be primarily to fund our operations, working capital needs, capital expenditures, repayment of borrowings and strategic business development transactions. The timing and magnitude of our new contract start-ups can vary and may positively or negatively impact our cash flows. We continually evaluate our liquidity requirements and capital structure in light of our operating needs, growth initiatives and capital resources.

As of March 31, 2026, we held cash and cash equivalents of \$794 million and restricted cash of \$3 million, and we had \$793 million of borrowing capacity, net of letters of credit under our revolving credit facility.

In February 2025, our board of directors authorized and announced the repurchase of up to \$500 million of our common stock (the “Repurchase Plan”). The Repurchase Plan permits shares of common stock to be repurchased from time to time in management’s discretion. The Repurchase Plan does not obligate the Company to repurchase any specific number of shares of common stock and may be suspended or discontinued at any time. We expect to fund any remaining repurchases with existing cash on hand, borrowings on our revolving credit facility, and/or other financing sources. No shares were repurchased during the first quarter of 2026. As of March 31, 2026, the remaining authorization under the Repurchase Plan was \$300 million.

We believe that our cash and cash equivalents on hand, our cash flows generated by our operations, amounts available under the revolving credit facility, the use of our factoring programs, and refinancing options available to us in the capital markets, will provide sufficient liquidity to operate our business, including the repayment of the current portion of our debt, for at least the next 12 months and for the foreseeable future thereafter.

For additional information regarding our cash requirements from lease obligations, indebtedness, and contractual obligations, see Note 4. “Leases,” Note 7. “Debt and Financing Arrangements,” and Note 14. “Commitments and Contingencies” in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Financial Condition

The following table summarizes our asset and liability balances:

<i>(In millions, except percentages)</i>	March 31, 2026	December 31, 2025	\$ Change	% Change
Current assets	\$ 3,211	\$ 3,288	\$ (77)	(2)%
Long-term assets	8,983	8,974	9	— %
Current liabilities	3,775	3,875	(100)	(3)%
Long-term liabilities	5,416	5,372	44	1 %

There were no material changes in our total assets and total liabilities from December 31, 2025, to March 31, 2026.

Cash Flow Activity

Our cash flows from operating, investing and financing activities, as reflected on our Condensed Consolidated Statements of Cash Flows, are summarized as follows:

<i>(In millions, except percentages)</i>	Three Months Ended March 31,			
	2026	2025	\$ Change	% Change
Net cash provided by operating activities	\$ 31	\$ 29	\$ 2	7 %
Net cash used in investing activities	(62)	(77)	15	(19)%
Net cash used in financing activities	(26)	(66)	40	(61)%
Effect of exchange rates on cash and cash equivalents	(3)	11	(14)	n/m
Net decrease in cash, restricted cash and cash equivalents	\$ (60)	\$ (103)	\$ 43	(42)%

n/m - not meaningful

Operating Activities

Cash flows provided by operating activities for the three months ended March 31, 2026, increased by \$2 million compared with the same period in 2025. The increase was due to higher net income adjusted for the net effect of non-cash items, offset by working capital consumption in 2026.

Investing Activities

Investing activities used \$62 million and \$77 million of cash for the three months ended March 31, 2026, and March 31, 2025, respectively. During the three months ended March 31, 2026, we utilized \$65 million of cash to purchase property and equipment and received \$3 million from the sale of property and equipment. During the three months ended March 31, 2025, we utilized \$78 million of cash to purchase property and equipment and received \$1 million from the sale of property and equipment.

Financing Activities

Financing activities used \$26 million and \$66 million of cash for the three months ended March 31, 2026, and March 31, 2025, respectively. The primary use of cash from financing activities during the three months ended March 31, 2026, was \$15 million in payments for employee taxes on net settlement of equity awards and \$14 million to repay finance lease obligations, partially offset by \$7 million in proceeds from the exercise of stock options. The primary use of cash from financing activities during the three months ended March 31, 2025, was \$106 million used to repurchase shares of our common stock pursuant to the Repurchase Plan, \$11 million to repay finance lease obligations and \$6 million in payments for employee taxes on net settlement of equity awards, partially offset by \$56 million of net borrowings under revolving credit facilities.

Guaranteed Securities: Summarized Financial Information

The following information is provided to comply with Rule 13-01 of Regulation S-X under the Securities Exchange Act of 1934, as amended, for the €500 million 3.750% notes due 2030 issued by GXO Logistics Capital B.V. ("GXO Capital"), a subsidiary of the Company incorporated under the laws of the Netherlands. GXO Capital was incorporated in October 2025.

The €500 million 3.750% notes due 2030 are fully and unconditionally guaranteed on an unsecured and unsubordinated basis by GXO Logistics, Inc. ("GXO"). The €500 million 3.750% notes due 2030 are not guaranteed by any of GXO's or GXO Capital's subsidiaries (all GXO subsidiaries other than GXO Capital are referred to herein as "non-guarantor subsidiaries"). Holders of the €500 million 3.750% notes due 2030 will have a direct claim only against GXO Capital, as issuer, and GXO, as guarantor.

The following tables set forth the summarized financial information for the three months ended March 31, 2026, and as of March 31, 2026, and December 31, 2025, of GXO and GXO Capital, on a standalone basis, which does not include the consolidated impact of the assets, liabilities, and financial results of their subsidiaries except as noted in the tables below, nor does it include any impact of intercompany eliminations as there were no intercompany transactions between GXO and GXO Capital. This summarized financial information is not intended to present the financial position or results of operations of GXO or GXO Capital in accordance with U.S. generally accepted accounting principles ("GAAP").

GXO

Summarized Results of Operations

Standalone and Unconsolidated (Unaudited)

<i>(In millions)</i>	Three Months Ended March 31, 2026
Revenue	\$ —
Costs and expenses	6
Operating loss	(6)
Other income from non-guarantor subsidiaries	10
Other income, net	3
Interest income from non-guarantor subsidiaries	11
Interest expense, net	(17)
Net income attributable to GXO standalone	\$ 1

GXOSummarized Assets and Liabilities
Standalone and Unconsolidated (Unaudited)

<i>(In millions)</i>	March 31, 2026	December 31, 2025
Current assets	\$ 572	\$ 519
Investments in non-guarantor subsidiaries	2,361	2,361
Notes receivable from non-guarantor subsidiaries	717	860
Other noncurrent assets	77	81
Total assets	\$ 3,727	\$ 3,821
Accounts payable to non-guarantor subsidiaries	\$ 511	\$ 384
Current debt	400	400
Other current liabilities	79	93
Long-term debt	1,758	1,758
Notes payable to non-guarantor subsidiaries	4	210
Other noncurrent liabilities	135	167
Total liabilities	\$ 2,887	\$ 3,012

GXO CapitalSummarized Results of Operations
Standalone and Unconsolidated (Unaudited)

<i>(In millions)</i>	Three Months Ended March 31, 2026
Revenue	\$ —
Costs and expenses	—
Operating income	—
Interest expense, net	(5)
Income tax benefit	1
Loss attributable to GXO Capital standalone	\$ (4)

GXO CapitalSummarized Assets and Liabilities
Standalone and Unconsolidated (Unaudited)

<i>(In millions)</i>	March 31, 2026	December 31, 2025
Current assets	\$ 2	\$ 3
Investments in non-guarantor subsidiaries	2,350	2,350
Other noncurrent assets	—	1
Total assets	\$ 2,352	\$ 2,354
Current liabilities	\$ 8	\$ 6
Long-term debt	571	580
Total liabilities	\$ 579	\$ 586

Off-Balance Sheet Arrangements

We do not engage in any off-balance sheet financial arrangements that have or are reasonably likely to have a material current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Contractual Obligations

As of March 31, 2026, the Company's contractual obligations had not materially changed compared with December 31, 2025.

Critical Accounting Policies and Estimates

There have been no material changes to the critical accounting policies and estimates as previously disclosed in "Critical Accounting Policies" in Part II, Item 7 of our 2025 Form 10-K.

Accounting Pronouncements

Information related to new accounting standards is included in Note 1. "Basis of Presentation and Significant Accounting Policies and Estimates" in Part I, Item 1 of this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk that may impact our Condensed Consolidated Financial Statements primarily due to variable-rate debt and fluctuations in certain foreign currencies. To reduce our exposure to market risk associated with interest and foreign currency exchange rate risks, we enter into various derivative instruments. There have been no material changes to our exposure to market risk for the three months ended March 31, 2026, from those previously disclosed in "Quantitative and Qualitative Disclosures About Market Risk" contained in Part II, Item 7A of our Form 10-K for the year ended December 31, 2025.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended, as of March 31, 2026. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures as of March 31, 2026, were effective as of such time such that the information required to be included in our Securities and Exchange Commission ("SEC") reports is: (i) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms relating to the Company, including our consolidated subsidiaries and (ii) accumulated and communicated to our management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act, during our most recently completed fiscal quarter that materially affected or are reasonably likely to materially affect our internal control over financial reporting.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See Note 14. “Commitments and Contingencies” in Part I, Item 1 of this Quarterly Report on Form 10-Q for a description of our legal proceedings.

ITEM 1A. RISK FACTORS

There are no material changes to the risk factors as previously disclosed in “Risk Factors” contained in Part I, Item 1A of our Form 10-K for the year ended December 31, 2025.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

None.

ITEM 6. EXHIBITS

Exhibit Number	Description
10.1+	Employment contract between GXO Logistics Netherlands B.V. and Bart Beeks, dated as of February 12, 2026. (incorporated by reference to Exhibit 10.39 to the Company's Annual Report on Form 10-K (Commission file no. 001-40470) filed with the SEC on February 25, 2026).
10.2+	Benefits Letter between GXO Logistics, Inc. and Bart Beeks, dated as of January 29, 2026. (incorporated by reference to Exhibit 10.40 to the Company's Annual Report on Form 10-K (Commission file no. 001-40470) filed with the SEC on February 25, 2026).
10.3+	Offer letter between GXO Logistics, Inc. and Karen Bomber, dated as of January 15, 2026. (incorporated by reference to Exhibit 10.41 to the Company's Annual Report on Form 10-K (Commission file no. 001-40470) filed with the SEC on February 25, 2026).
10.4+	Offer Letter, dated March 2, 2026, between Mark Suchinski and GXO Logistics, Inc. (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (Commission file no. 001-40470) filed with the SEC on March 6, 2026).
10.5+	Settlement Agreement, dated as of February 20, 2026, by and between GXO Logistics UK Limited and Richard Cawston (incorporated by reference to Exhibit 10.34 to the Company's Annual Report on Form 10-K (Commission file no. 001-40470) filed with the SEC on February 25, 2026).
10.6+	Offer Letter, dated January 29, 2026, between Laura Bracken and GXO Logistics, Inc. (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (Commission file no. 001-40470) filed with the SEC on January 29, 2026).
10.7*+	Form of Restricted Stock Unit Award Agreement (2021 Omnibus Incentive Compensation Plan).
10.8*+	Form of Performance Share Unit Award Agreement (2021 Omnibus Incentive Compensation Plan).
31.1*	Certification of the Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026.
31.2*	Certification of the Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026.
32.1**	Certification of the Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026.
32.2**	Certification of the Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026.
101.INS*	Inline XBRL Instance Document.
101.SCH*	Inline XBRL Taxonomy Extension Schema.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase.
104*	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).
*	Filed herewith.
**	Furnished herewith.
+	This exhibit is a management contract or compensatory plan or arrangement.

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, thereunto duly authorized.

GXO Logistics, Inc.

Date: May 6, 2026

By: /s/ Patrick Kelleher
Patrick Kelleher
(Chief Executive Officer)
(Principal Executive Officer)

Date: May 6, 2026

By: /s/ Mark Suchinski
Mark Suchinski
(Chief Financial Officer)
(Principal Financial Officer)

**RESTRICTED STOCK UNIT AWARD AGREEMENT UNDER THE
GXO LOGISTICS, INC. 2021 OMNIBUS INCENTIVE COMPENSATION PLAN**

This Restricted Stock Unit Agreement (this “Award Agreement”), dated as of ###GRANT_DATE###, (the “Grant Date”), between GXO LOGISTICS, INC., a Delaware corporation (the “Company”), and ###PARTICIPANT_NAME### sets forth the terms and conditions of an award of ###TOTAL_AWARDS### restricted stock units (this “Award”) that are subject to the terms and conditions specified herein (each such restricted stock unit, an “RSU”) and that are granted to you under the GXO Logistics, Inc. 2021 Omnibus Incentive Compensation Plan (the “Plan”). This Award provides you with the opportunity to earn, subject to the terms of this Award Agreement, shares of the Company’s Common Stock, \$0.01 par value (each, a “Share”), or cash, as set forth in Section 3 of this Award Agreement.

SECTION 1. The Plan. This Award is made pursuant to the Plan and, to the extent applicable, the GXO Logistics, Inc. (“GXO”) Global Appendix (“Global Appendix”), all the terms of which are hereby incorporated in this Award Agreement, including the provisions of Section 6(e) of the Plan. In the event of any conflict between the terms of the Plan on the one hand and the terms of this Award Agreement or the Global Appendix on the other, the terms of the Plan shall govern. By accepting this Award, you shall have confirmed your acceptance to the terms and conditions of this Award Agreement and the Global Appendix.

SECTION 2. Definitions. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. As used in this Award Agreement, the following terms have the meanings set forth below:

“Business Day” means a day that is not a Saturday, a Sunday or a day on which banking institutions are legally permitted to be closed in the City of New York.

“Cause” means your: (i) gross negligence or willful failure to perform your duties or willful refusal to follow any lawful directive of the officer to whom you report; (ii) abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects your performance of duties for the Company or any Subsidiary; (iii) commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company or any Subsidiary; (iv) breach of any term of any Employment Agreement or any Confidential Information Protection Agreement to which you may be party or any agreement governing long-term incentive compensation or equity compensation to which you may be party or breach of your fiduciary duties to the Company or any Subsidiary; (v) failure to provide the Company or any Subsidiary with at least 30 days’ advanced written notice of your intention to resign; (vi) any willful act, or failure to act, in bad faith to the detriment of the Company or any Subsidiary; (vii) willful failure to cooperate in good faith with a governmental or internal investigation of the Company or any Subsidiary or any of their directors, managers, officers or employees, if the Company or any Subsidiary requests your cooperation; (viii) failure to follow Company’s code of conduct or ethics policy, and (ix) conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that, the Company will provide you with written notice describing the

facts and circumstances that the Company believes constitutes Cause and, in cases where cure is possible, you shall first be provided a 15-day cure period. If, subsequent to your termination of employment for any reason other than by the Company for Cause, it is determined in good faith by the Chief Executive Officer of the Company that your employment could have been terminated by the Company for Cause, your employment shall, at the election of the Chief Executive Officer of the Company at any time up to two years after your termination of employment but in no event more than six months after the Chief Executive Officer of the Company learns of the facts or events that could give rise to the termination for Cause, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred.

“Confidential Information Protection Agreement” means any individual Employment Agreement or other agreement between you and the Company or any Subsidiary that has any non-competition, non-solicitation, non-disparagement, non-disclosure, intellectual property assignment or confidentiality provisions.

“Disability” means that you would qualify to receive benefit payments under the long-term disability plan or policy, as it may be amended from time to time, of the Company or, if different, the Employer (as defined in Section 6 hereof), regardless of whether you are covered by such policy. If the Company or, if different, the Employer does not have a long-term disability policy, for purposes of this Award Agreement, “Disability” means that you are unable to carry out the responsibilities and functions of the position held by you by reason of any medically determined physical or mental impairment for a period of not less than one hundred and eighty (180) consecutive days. You shall not be considered to have incurred a Disability unless you furnish proof of such impairment sufficient to satisfy the Company in its sole discretion.

“Eligible Retirement” means, at the time of your voluntary termination, (i)(a) you are at least age 55 and have been employed at least five (5) years with the Company or its Affiliates, and (b) the combined age and years of your employment equals 65 or more (for example, you are age 55 and have 10 years of employment at the time of your termination); and (ii) your termination date is on or after January 1st of the year immediately following the Grant Date.

“Employment Agreement” means any individual offer letter or employment agreement between you and the Company or any Subsidiary.

“Good Reason” means, without first obtaining your written consent: (i) a material reduction of your annual base salary from that in effect immediately prior to the Change of Control (or if higher, that in effect at any time thereafter), other than pursuant to a general reduction in annual base salary that applies on a uniform basis to all employees of the Company or an Affiliate (if you are an employee of an Affiliate) who are similarly situated to you; (ii) a material reduction in your target annual cash bonus opportunity from that in effect immediately prior to the Change of Control (or, if higher, that in effect at any time thereafter); or (iii) a material, adverse change in your title, reporting relationship, authority, duties, or responsibilities from those in effect immediately prior to the Change of Control; provided that, the Company shall first be provided a 30-day cure period (the “Cure Period”), following receipt of written

notice setting forth in reasonable detail the specific event, circumstance or conduct of the Company that constitutes Good Reason, to cease, and to cure, any event, circumstance or conduct specified in such written notice, if curable; provided further, that such notice shall be provided to the Company within 45 days of the occurrence of the event, circumstance or conduct constituting Good Reason. If, at the end of the Cure Period, the event, circumstance or conduct that constitutes Good Reason has not been remedied, you will be entitled to terminate employment for Good Reason during the 30-day period that follows the end of the Cure Period. If you do not terminate employment during such 30-day period, you will not be permitted to terminate employment for Good Reason as a result of such event, circumstance or conduct.

“*Prior Vesting Date*” means the Vesting Date immediately prior to the date your employment is terminated, or if there is no Vesting Date immediately prior to the date your employment is terminated, “Prior Vesting Date” means the Grant Date.

“*Pro Rata Percentage*” means the percentage calculated by dividing (i) the number of days between the Prior Vesting Date through the date your employment is terminated by (ii) the number of days from the Prior Vesting Date through the Vesting Date immediately following the date of termination.

“*Settlement Date*” means as soon as administratively practicable following the vesting of any Restricted Stock Units pursuant to Section 3 but in no event later than seventy-five (75) days after such applicable Vesting Date (for the avoidance of doubt, this deadline is intended to comply with the “short-term deferral” exemption from Section 409A of the Code for holders subject thereto).

“*Vesting Date*” means the dates on which the service requirements are met as forth in Section 3(a) of this Award Agreement.

SECTION 3. Vesting Schedule and Settlement.

(a) Vesting Schedule. Except as otherwise provided in this Award Agreement, you will vest in the number of RSUs that corresponds to such Vesting Date, as specified in the table below, subject to your continued employment through each such Vesting Date.

###VEST_SCHEDULE_TABLE###

(b) Termination of Employment. Your employment with the Company and its Affiliates shall be deemed to terminate as of the date you are no longer actively providing services to the Company or any of its Affiliates (regardless of the reason for the termination and whether or not later found to be invalid or in breach of applicable laws or the terms of your employment or other service agreement, if any) and shall not, subject to applicable laws, be extended by any required notice period (e.g., garden leave). Notwithstanding anything to the contrary in this Award Agreement or the Plan:

(i) if your employment terminates by reason of your death or approved Disability, or your voluntary termination due to Eligible Retirement, all outstanding RSUs shall be deemed earned and shall vest in full immediately;

(ii) if your employment is terminated by the Company or any Subsidiary for Cause or if you resign for any reason other than due to your Eligible Retirement, all unvested RSUs shall be immediately forfeited;

(iii) subject to the Release Requirement in Section 3(c), if your employment terminates for any reason not described in clauses (i), (ii) or (iv) of this Section 3(b), (A) you shall be eligible to vest in the number of RSUs that would vest on the Vesting Date immediately following the date of your termination multiplied by the Pro Rata Percentage; and (B) the remainder of the RSUs shall be forfeited; or

(iv) in the event that your employment is terminated by the Company without Cause or by you for Good Reason at any time following a Change of Control, all outstanding RSUs shall vest in full immediately.

(c) Release Requirement. To the extent permissible under applicable law, the Company may, at the Company's sole discretion, condition the vesting treatment set forth in Section 3(b)(iii) upon your (or your estate's) timely execution, delivery and non-revocation of a general release of claims against the Company and each Subsidiary and Affiliate of the Company in a form to be provided by the Company (the "Release") and your continued compliance with any Confidential Information Protection Agreement (the "Release Requirement"). If you are a taxpayer in the United States, to the extent the Release Requirement is applicable, the Release shall be delivered to you (or your estate's) within fourteen (14) business days following the termination date, and you shall have seven (7) days thereafter (or up to 45 days, if necessary to comply with applicable law) to execute and deliver the Release to the Company (the "Release Period").

(d) Settlement of RSU Award. On the Settlement Date, the Company shall deliver to you or your legal representative either (i) one Share or (ii) if not prohibited under the terms of the Global Appendix, a cash payment equal to the Fair Market Value determined as of the Settlement Date of one Share, in each case, for each RSU that has vested in accordance with the terms of this Award Agreement; provided that, subject to the foregoing, the Company shall have sole discretion to determine whether to settle such RSUs in Shares, cash or a combination thereof.

SECTION 4. Forfeiture of RSUs. If you (a) breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit, non-disparagement or confidentiality provisions) contained in any arrangements with the Company (including your Employment Agreement and your Confidential Information Protection Agreement) to which you are subject or (b) engage in fraud or willful misconduct that contributes materially to any financial restatement or material loss to the Company or any Subsidiary, your rights with respect to the RSUs shall immediately terminate, and you shall be entitled to no further payments or benefits with respect

thereto and, if the RSUs are vested and/or settled, the Company may require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any RSUs; provided, however, that (i) the Company shall make such demand that you forfeit or remit any such amount no later than six (6) months after learning of the conduct described in this Section 4 and (ii) in cases where cure is possible, you shall first be provided a 15-day cure period to cease, and to cure, such conduct.

SECTION 5. No Rights as a Stockholder. You shall not have any rights or privileges of a stockholder with respect to the RSUs subject to this Award Agreement unless and until Shares are actually issued in book-entry form to you or your legal representative in settlement of this Award.

SECTION 6. Non-Transferability of RSUs. Unless otherwise provided by the Committee in its discretion, RSUs may not be sold, assigned, alienated, transferred, pledged, attached or otherwise encumbered except as provided in Section 9(a) of the Plan. Any purported sale, assignment, alienation, transfer, pledge, attachment, or other encumbrance of RSUs in violation of the provisions of this Section 6 and Section 9(a) of the Plan shall be void.

SECTION 7. Tax Obligations.

(a) You acknowledge that, regardless of any action taken by the Company, or, if different, the Affiliate of the Company that employs you (the “Employer”), the ultimate liability for all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, fringe benefit, payment on account or other tax-related items resulting from the RSUs (“Tax-Related Items”) is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs or the underlying Shares, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of:

- (i) withholding from your wages or other cash compensation payable to you by the Company or its Affiliates;
- (ii) withholding Shares that otherwise would be issued to you when your RSUs are settled;

(iii) withholding from proceeds of the sale of Shares, through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent);

(iv) requiring you to make a payment in cash or by check;

(v) reducing the amount of any cash otherwise payable to you with respect to the RSUs (if any);

(vi) any other method of withholding approved by the Company and to the extent required by applicable laws or the Plan, approved by the Committee; or

(vii) and in each case, under such rules as may be established by the Committee and in compliance with the Company's insider trading policy; provided, however, that, unless otherwise determined by the Committee, if you are a Section 16 officer of the Company under the Exchange Act, then the method of withholding shall be through a withholding of Shares under (ii) above.

(c) Notwithstanding any contrary provision of the Plan or this Award Agreement, if you fail to make satisfactory arrangements for the payment of any withholding tax liability when due, the Company may refuse to issue or deliver the Shares or treat some or all of the RSUs and the Shares underlying the RSUs as forfeited.

SECTION 8. Securities Trade Monitoring Policy. You are required to maintain a securities brokerage account with the Company's preferred broker in order to receive any Shares issuable under this Award, in accordance with the Company securities trade monitoring policy (the "Securities Trade Monitoring Policy"). The Company's preferred broker is currently Morgan Stanley. Any Shares issued to you pursuant to this Award Agreement shall be deposited in your account with the Company's preferred broker in accordance with the terms set forth herein. You hereby acknowledge that you have reviewed, and agree to comply with, the terms of the Securities Trade Monitoring Policy, and that this Award, and the value of any Shares issued pursuant to this Award Agreement, shall be subject to forfeiture or recoupment by the Company, as applicable, in the event of your noncompliance with the Securities Trade Monitoring Policy, as it may be in effect from time to time.

SECTION 9. Currency Risk. You accept that if the Shares subject to your Award are traded in a currency which is not the currency of your jurisdiction, the value of the Shares may be affected by movements in the exchange rate. No member of the GXO group of companies is liable for any loss due to movements in the exchange rate or any charges imposed in relation to the conversion or transfer of money.

SECTION 10. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the RSUs and the Shares issuable thereunder, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

SECTION 11. Section 280G. Notwithstanding anything in this Award Agreement to the contrary and regardless of whether this Award Agreement has otherwise expired or terminated, unless otherwise provided in your Employment Agreement, in the event that any payments, distributions, benefits or entitlements of any type payable to you (“CIC Benefits”) (a) constitute “parachute payments” within the meaning of Section 280G of the Code, and (b) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then your CIC Benefits shall be reduced to such lesser amount (the “Reduced Amount”) that would result in no portion of such benefits being subject to the Excise Tax; provided that such amounts shall not be so reduced if the Company determines, based on the advice of a nationally recognized certified public accounting firm as may be designated by the Company (the “Accounting Firm”), that without such reduction you would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount that is greater than the amount, on a net after tax basis, that you would be entitled to retain upon receipt of the Reduced Amount. Unless the Company and you otherwise agree in writing, any determination required under this Section 11 shall be made in writing in good faith by the Accounting Firm. In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the CIC Benefits that are payable under this Award Agreement and then by reducing or eliminating the portion of the CIC Benefits that are payable in cash and then by reducing or eliminating the non-cash portion of the CIC Benefits, in each case, in reverse order beginning with payments or benefits which are to be paid the furthest in the future. For purposes of making the calculations required by this Section 11, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and you shall furnish to the Accounting Firm such information and documents as the Accounting Firm may reasonably require in order to make a determination under this Section 11, and the Company shall bear the cost of all fees the Accounting Firm charges in connection with any calculations contemplated by this Section 11. In connection with making determinations under this Section 11, the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by you before or after the Change of Control, including any non-competition provisions that may apply to you and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

SECTION 12. Code Section 409A; No Deferral of Compensation. Neither the Plan nor this Award Agreement is intended to provide for the deferral of compensation within the meaning of Code Section 409A. If the Company determines that this Award Agreement is subject to Code Section 409A and that it has failed to comply with the requirements of Code Section 409A, the Company may, at the Company’s sole discretion and without your consent, amend the Award Agreement to cause the terms and conditions of the Award Agreement to comply with Code Section 409A or be exempt from Code Section 409A. If it is determined that this Award is subject to Section 409A and you are a “Specified Employee” (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of your “Separation from Service” (as defined in Section 409A), then the issuance of any shares that would otherwise be made upon the date of your Separation from Service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on

the date that is six (6) months and one day after the date of the Separation from Service. If it is determined that this Award is subject to Section 409A and the Release Period set forth in Section 3(c) of this Award Agreement crosses tax years, then the Settlement Date shall occur in the second tax year. Notwithstanding the foregoing, in no event shall the Company or its subsidiaries or affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred you on account of non-compliance with Code Section 409A.

SECTION 13. Nature of the Award. By accepting the RSUs, you acknowledge, understand and agree that:

- (a) Voluntary and Discretionary. The Plan is established voluntarily by the Company, is wholly discretionary in nature and may be modified, amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) Consents. Your rights in respect of the RSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including your consent to the Company's supplying to any third-party recordkeeper of the Plan such personal information as the Committee deems advisable to administer the Plan;
- (c) US Company Plan. The Plan is offered and administered by GXO Logistics, Inc., a US incorporated company, and not by your Employer (if different);
- (d) US Plan Documents. All documents related to the Plan, including the Plan rules and this Award Agreement and the links by which you access these documents, are originated and maintained in the US;
- (e) Exceptional and Occasional Benefit. The grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past. All decisions with respect to future grants of RSUs or other grants, if any, will be at the sole discretion of the Company;
- (f) No Employment or Service Rights. The RSUs and your participation in the Plan shall not create a right of employment or other service relationship with the Company and shall not be interpreted as forming or amending an employment or service contract with the Company or the employing company (if different). Further, the RSUs and your participation in the Plan shall not interfere with the ability of the Company, the employing company (if different) or any Affiliate, as applicable, to terminate your employment or service relationship (if any);
- (g) Voluntary Plan Participation. You are voluntarily participating in the Plan;
- (h) RSUs Not In Lieu of Other Compensation. The RSUs and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments. Further, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation. Unless otherwise agreed with the Company, the RSUs and the Shares underlying the RSUs, and the income from and value of

same, are not granted as consideration for, or in connection with, the service you may provide as a Director of an Affiliate of the Company.

(i) Uncertain Future Value. The future value of the Shares underlying the RSUs is unknown, indeterminable, and cannot be predicted with certainty.

(j) No Entitlements. No claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of your employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any). In consideration for, and as a condition of your Award, you waive any and all rights to compensation or damages in consequence of the termination of your employment for any reason whatsoever insofar as those rights arise or may arise from you ceasing to have rights under, or be entitled to receive payment in respect of, the Plan as a result of such termination, or from the loss (actual or potential) or diminution in value of such rights or entitlements. This waiver applies whether or not such termination amounts to wrongful or unfair dismissal. Unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Award Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company, or to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

SECTION 14. Successors and Assigns of the Company. The terms and conditions of this Award Agreement shall be binding upon and shall inure to the benefit of the Company and its successors and assigns.

SECTION 15. Committee Discretion. The Compensation Committee of the Board shall have full and plenary discretion with respect to any actions to be taken or determinations to be made in connection with this Award Agreement, and its determinations shall be final, binding and conclusive. You acknowledge that you are not automatically entitled to the exercise of any discretion under the Plan in your favor and you do not have any claim or right of action in respect of any decision, omission, or discretion which may operate to your disadvantage.

SECTION 16. Dispute Resolution.

(a) Jurisdiction and Venue. Any claim initiated by you arising out of or relating to this Award Agreement, or the breach thereof, shall be resolved by binding arbitration before a single arbitrator in the State of Delaware administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except the extent that the Company or any Subsidiary seeks injunctive relief pursuant to an Employment Agreement, Confidential Information Protection Agreement, or other individual agreement between you and the Company or any Subsidiary, any claim initiated by the Company arising out of or relating to this Award Agreement, or the breach thereof, shall, at the election of the Company be resolved in accordance with this Section 16. You hereby irrevocably submit to the jurisdiction of any state or federal court located in the State of Delaware; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing any judgment or award obtained by the Company. You waive, to the fullest extent permitted by applicable law, any objection which you now or hereafter have to

personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 16 and agree that you shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. You agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 16 shall be conclusive and binding upon you and may be enforced in any other jurisdiction.

(b) Waiver of Jury Trial. You and the Company hereby waive, to the fullest extent permitted by applicable law, any right either of you may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Award Agreement or the Plan.

(c) Confidentiality. You hereby agree to keep confidential the existence of, and any information concerning, a dispute described in this Section 16, except that you may disclose information concerning such dispute to the court that is considering such dispute or to your legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute).

SECTION 17. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Award Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three Business Days after they have been mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to the Company:

GXO Logistics, Inc.
Two American Lane
Greenwich, CT 06831
Attention: Chief Human Resources Officer

If to you:

To your address as most recently supplied to the Company
and set forth in the Company's records

The parties may change the address to which notices under this Award Agreement shall be sent by providing written notice to the other in the manner specified above.

SECTION 18. Governing Law. This Award Agreement shall be deemed to be made in the State of Delaware, and the validity, construction and effect of this Award Agreement in all respects shall be determined in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

SECTION 19. Consent to Electronic Delivery and Participation. By accepting the RSUs, you agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company, and consents to the electronic delivery of this Award Agreement, the Plan, account statements, Plan prospectuses,

and all other documents, communications, or information related to the RSUs and current or future participation in the Plan. Electronic delivery may include the delivery of a link to the Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You may request that hard copies of any Plan-related documents be provided, free of charge, by contacting [***].

SECTION 20. Headings and Construction. Headings are given to the Sections and subsections of this Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Award Agreement or any provision thereof. Whenever the words "include", "includes" or "including" are used in this Award Agreement, they shall be deemed to be followed by the words "but not limited to". The term "or" is not exclusive.

SECTION 21. Amendment of this Award Agreement. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Award Agreement prospectively or retroactively; provided, however, that, any such waiver, amendment, alteration, suspension, discontinuance, cancelation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing provision, that this Award Agreement and the RSUs shall be subject to the provisions of Section 7(c) of the Plan).

SECTION 22. Counterparts. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. You and the Company hereby acknowledge and agree that signatures delivered by facsimile or electronic means (including by electronic signature or "pdf") shall be deemed effective for all purposes.

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

GXO LOGISTICS, INC.

By: ___
Name: Corinna Refsgaard
Title: Chief Human Resources Officer

Date: ###GRANT_DATE###

By: ###PARTICIPANT_NAME###

Date: ###ACCEPTANCE_DATE###

**GXO Logistics, Inc. (“GXO”)
Global Appendix (Shares)**

Capitalised terms not otherwise defined in this global appendix document (the “Appendix”) have the meanings given in the rules of the GXO 2021 Omnibus Incentive Compensation Plan (the “Plan”) and the Award Agreement, as applicable. You are the “Participant” for the purposes of this document. In the event of any conflict between the terms of the Plan on the one hand and the terms of this Award Agreement or the Appendix on the other, the terms of the Plan shall govern.

Terms and Conditions

This Appendix includes special and/or additional terms and conditions that govern the RSUs granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below. Part A including terms and conditions that apply to Participants in all jurisdictions, and Part B includes country-specific terms and conditions. These terms and conditions are in addition to or, if so indicated, in place of, the terms and conditions set forth in the Award Agreement. If the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers residency and/or employment to another country after the grant of the Award, or is considered resident of another country for local law purposes, the Committee shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant.

Notifications

This Appendix also includes information regarding tax, securities law, exchange controls and certain other issues of which the Participant should be aware with respect to the Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of February 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix as the only source of information relating to the consequences of the Participant’s participation in the Plan because the information may be out of date at the time that the RSUs vest or Shares acquired under the Plan are sold.

In addition, the information contained herein is general in nature and may not apply to the Participant’s particular situation and the Company is not in a position to assure the Participant of any particular result. Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Participant’s situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers residency and/or employment to another

country after the grant of the Award, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to the Participant in the same manner.

A. PROVISIONS APPLICABLE TO ALL EMPLOYEES

The Participant acknowledges, accepts and agrees each of the following:

1. Adequate Information

That the Participant has been given, has read, and understands, all relevant information and materials with respect to the terms and conditions of the Award as set out in the Plan rules. Participants acknowledge that the information and materials provided do not take into account individual objectives, financial situation or needs and that if a Participant does not understand the contents of the Plan documents, or is in any doubt, they should consult an independent authorised financial adviser.

2. No Public Offer

That the grant of an Award is strictly private and personal to the Participant and rights under the Plan may not be transferred, disposed of or assigned unless expressly confirmed by GXO in writing.

That the Plan is not intended to constitute a public offering in any jurisdiction. The Award has not been reviewed or approved by any applicable securities authorities and may have been offered pursuant to an exemption from registration in a local jurisdiction. It should not be made public or transmitted to any third party. The Participant should therefore keep all Plan-related documents confidential and the Participant may not reproduce, distribute or otherwise make public any such documents without GXO's express written consent.

3. Tax Obligations

That the Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

4. Independent Advice Recommended

That the information provided by GXO, the Participant's employer nor any person or entity acting on their behalf, including its service providers, in respect of the Plan, and any other benefit program offered by GXO, does not take into account the individual circumstances of recipients and does not constitute investment advice. The Plan involves certain risks and Participants are advised to exercise caution in relation to the Award. Participants should consult their own independent legal, financial and tax advisors in all cases.

That neither the Participant's employer nor any person or entity acting on behalf of the Participant's employer has provided the Participant with financial advice with respect to the Award or the shares acquired upon settlement of the Award and the Participant is not guaranteed a specified level of return on the Award or the shares. If an Award is related to any GXO shares there is a risk that they may fall as well as rise in value. More information in relation to GXO, including the share price, can be found at <https://www.GXO.com/>.

5. Exchange Control, Reporting Requirements and Resale Obligations

That, under local exchange or currency controls, the Participant will be solely responsible for complying with any notification, approval and/or repatriation obligations which apply with respect to an Award and neither GXO nor the Participant's employer will be responsible on their behalf. GXO accepts no responsibility for the Participant's failure to comply, or delay in complying with, such requirements. Participants should seek independent professional advice if Participants are unsure about obligations as a result of participation in the Plan.

That among other things, such obligations may affect the Participant's ability to hold foreign shares, bring shares into the Participant's jurisdiction, reinvest dividends, and receive dividends, share sale proceeds and other payments in a local or foreign account. The Participant may further be subject to local securities law and/or exchange control restrictions on the transfer and resale of shares. The Participant is responsible for ensuring compliance with any individual obligations that may apply to the Participant in connection with the Plan and GXO recommends that the Participant obtain independent legal advice in this regard.

6. Data Protection Privacy Notice

That, if the Participant is located inside of the EEA, any data protection policy (or policies) of GXO or any Group Member and/or data privacy notice(s) that are applicable to the Participant will apply to the processing of the Participant's personal data. The GXO EU Workers Privacy Notice can be found on ethics.gxo.com.

That, if the Participant is located outside of the EEA, the processing of the Participant's Data may be governed by local and/or other international laws, as well as the General Data Protection Regulation (GDPR) as mentioned in the GXO Employee Privacy Notice. By participating in one of the GXO's share plans, the Participant is deemed to consent to the processing of the Participant's personal data, in accordance with any data protection policy (or policies) of GXO or any Group Member and/or data privacy notice(s) that are applicable to the Participant. The GXO data privacy policies and notices can be found on ethics.gxo.com.

7. Insider Trading/Market Abuse Laws

That the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect the Participant's ability to directly or indirectly, accept, acquire, sell or attempt to sell or otherwise dispose of Shares or rights to the Shares, or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws and/or regulations in applicable jurisdictions or the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by the Participant before possessing the inside information. Furthermore, the Participant may be prohibited from (a) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (b) "tipping" third parties or otherwise inducing them to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant is advised to speak to the Participant's personal advisor on this matter.

8. Language

That the Participant is sufficiently proficient in English to understand the terms and conditions of this Award Agreement. Furthermore, if the Participant has received this Award Agreement, or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.

B. PROVISIONS APPLICABLE TO EMPLOYEES IN PARTICULAR JURISDICTIONS

1. Belgium

- 1.1 Foreign Asset / Account Reporting. Belgian residents are required to report any securities held (including Shares) or bank accounts opened outside Belgium (*e.g.*, any brokerage account opened in connection with the Plan) in their annual tax return. Furthermore, Belgian residents will also be required to provide a central contact point of the National Bank of Belgium with the account number of those foreign bank accounts, the name of the bank with which the accounts were opened and the country in which they were opened in a separate report. This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des credits* caption.
- 1.2 Annual Securities Account Tax. An annual securities tax may be payable if the total value of securities held in a Belgian or foreign securities account (*e.g.*, Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (*i.e.*, December 31, March 31, June 30, and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. *The Participant should consult with a personal tax or financial advisor for additional details on the Participant's obligations with respect to the annual securities tax.*

2. France

- 2.1 RSU Type. The shares granted under the Plan are intended to qualify for French special tax and social security regimes.

According to the 2021 GXO Omnibus Incentive Compensation Plan and the Invitation Letter to participate in the Plan, the Employee will not be permitted to sell or transfer any shares at least two years after the grant date, or such other period as is required to comply with the minimum mandatory period applicable to shares underlying French-qualified RSUs under Section L. 225-197-7 of the French Commercial Code, as amended, or relevant sections of the French Tax Code and French Social Security Code, as amended, to benefit from the favorable tax and social security regime; provided, however, that this minimum holding period shall not apply in the event of the Employee's termination of employment by reason of death. If the minimum period between the grant and the sale applicable to Shares underlying the French-qualified RSUs is not met, the gains realised

under the RSUs may not qualify and receive favorable tax or social security treatment under French law for all its beneficiaries.

Invitation Letter

These RSUs have been granted to you within the framework of the French provisions contained in article L. 225-197-1 of the French Commercial Code. This framework requires a minimum vesting/holding period of 24 months from the grant date.

You will be able to sell your first tranche of RSUs 24 months after the grant date. You will be able to sell the remaining tranches of your RSUs as soon as the shares are released to you after the vest date.

The triggering event of taxation in France is the sale of the shares that you have acquired.

You will need to report on your annual tax return the acquisition and/or sale gain accordingly. For further guidance, please consult your personal tax advisor.

The initial 24 month period between the grant and the sale of the shares is intended to enable you to benefit from favorable tax treatment of the gains. The actual Net-in-Pocket that you will realize is dependent upon the number of RSUs you were granted and the share price at the time of sale and vesting. Additionally, the CSG at 6,8% on the acquisition gain will be deductible from your taxable income the following year.

Please note that the above information is general in nature and may not apply to your particular tax or financial situation at the time of the taxable event. For example, if you are subject to taxation in another country or transfer employment and/or residency after the RSUs are granted to you, the tax treatment may be different. Further, tax laws can change frequently, so you should consult with your personal tax advisor for current information and further guidance regarding your personal tax liabilities and responsibilities associated with the RSUs.

- 2.2 Language Consent. By accepting the grant of the RSUs, the Participant confirms having read and understood the documents related to the grant (the Award Agreement and the Plan), which were provided in the English language. The Participant accepts the terms of those documents accordingly.

En acceptant l'attribution du droit sur des actions assujetti à des restrictions ("RSUs"), le Participant confirme avoir lu et compris les documents relatifs à l'attribution (le Contrat

et le Plan) qui ont été fournis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.

- 2.3 Foreign Asset / Account Reporting. French residents may hold Shares acquired under the Plan outside France, provided they declare all foreign accounts, whether open, current, or closed, in their income tax return.

3. Germany

- 3.1 Exchange Control Information. Cross-border payments in excess of €50,000 must be reported monthly to the German Federal Bank. If the Participant receives a cross-border payment in excess of €50,000 (e.g., proceeds from the sale of Shares acquired under the Plan) and/or if the Company withholds or sells Shares with a value in excess of €50,000 for any Tax-Related Items, the Participant must report the payment and/or the value of the shares received and/or sold or withheld to the Bundesbank either electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via the Bank’s website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by Bundesbank. The Participant should file the report by the fifth day of the month following the month in which the payment is made.

4. India

- 4.1 Settlement in Cash Only. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the RSUs do not provide any right for the Participant to receive Shares. The Participant shall receive only a cash payment in an amount equal to the value of the Shares on the vesting date based on the number of Shares determined under the Award Agreement (less any Tax-Related Items).

5. Italy

- 5.1 Plan Document Acknowledgment. By accepting the RSUs, the Participant acknowledges that he or she has received a copy of the Plan, the Award Agreement and has reviewed the Plan and the Award Agreement, including this Appendix in their entirety and fully understands and accepts all provisions of the Plan, the Award Agreement, including this Appendix.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following provisions of the Award Agreement: (i) Vesting and Settlement (ii) Forfeiture of RSUs; (iii) Non-Transferability of RSUs; (iv) Tax Obligations; (v) Dispute

Resolution; (vi) Governing Law; (vi) Consent to Electronic Delivery and Participation; and (viii) Nature of Award.

- 5.2 Foreign Asset / Account Reporting. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions. The Participant should consult his or her personal tax advisor to ensure compliance with applicable reporting obligations.

6. Mexico

- 6.1 Securities Law Notice. The Shares underlying your Award have not been registered with the National Register of Securities maintained by the Mexican Banking and Securities Commission and may not be offered or sold publicly in Mexico. The Plan documents may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing labor relationship with a Mexican GXO subsidiary and may not be reproduced or copied in any form. The offer contained in these materials is addressed solely to the present employees of a Mexican GXO subsidiary and any rights under the Plan may not be assigned or transferred. The Shares underlying your Award will be offered pursuant to a private placement exception under the Mexican Securities Law.

6.2 Plan Document Acknowledgement

By accepting the RSUs, the Participant acknowledges that he or she has received a copy of the Plan, and the Award Agreement, including this Appendix, which the Participant has reviewed. The Participant acknowledges further that he or she accepts all the provisions of the Plan and the Award Agreement, including this Appendix. The Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in the "Nature of Award" Section of the Award Agreement, which clearly provides as follows:

- (1) Participant's participation in the Plan does not constitute an acquired right;
- (2) The Plan and Participant's participation in it are offered by the Company on a wholly discretionary basis;
- (3) Participant's participation in the Plan is voluntary; and

(4) The Company and its Subsidiaries and Affiliates are not responsible for any decrease in the value of any Shares acquired at vesting and settlement of the RSUs.

Reconocimiento del Documento del Plan

Al aceptar las Unidades de Acciones Restringidas (RSUs, por sus siglas en inglés), el Participante reconoce que ha recibido una copia del Plan el Acuerdo, con inclusión de este Anexo, que el Participante ha revisado. El Participante reconoce, además, que acepta todas las disposiciones del Plan y en el Acuerdo, incluyendo este Anexo. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección “Naturaleza de la Subvención” del Acuerdo, que claramente dispone lo siguiente:

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;*
- (2) El Plan y la participación del Participante en el Plan se ofrecen por la Compañía en su discrecionalidad total;*
- (3) Que la participación del Participante en el Plan es voluntaria; y*
- (4) La Compañía y sus Subsidiarias y Afiliadas no son responsables de ninguna disminución en el valor de las acciones adquiridas al conferir las RSUs.*

6.3 Labor Law Policy and Acknowledgment

By accepting the RSUs, the Participant expressly recognizes that the Company, with registered offices at Two American Lane, Greenwich, Connecticut 06831, U.S.A., is solely responsible for the administration of the Plan and that the Participant’s participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Participant and the Company since the Participant is participating in the Plan on a wholly commercial basis and his or her sole employer is an Affiliate of the Company in Mexico (“GXO Mexico”). Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and the employer, GXO Mexico, and do not form part of the employment conditions and/or benefits provided by GXO Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant’s employment.

The Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue the Participant’s participation at any time without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to the Company, and its subsidiaries, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

Política Laboral y Reconocimiento

Al aceptar las RSUs, el Participante expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en Two American Lane, Greenwich, Connecticut 06831, U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y en su caso la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y la Compañía, ya que el Participante participa en el Plan en un marco totalmente comercial y su único patrón es una Afiliada de la Compañía (“GXO Mexico”). Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, GXO Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por GXO Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o desmejora de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan se ha resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna frente el Participante.

Finalmente, el Participante por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante otorga el más amplio finiquito que en derecho proceda a la Compañía, y sus filiales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.

7. Netherlands

Attention! This investment falls outside AFM supervision.
No license and no prospectus required for this activity.



8. Poland

- 8.1 Exchange Control Notification. Polish residents holding foreign securities (e.g., Shares) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN 7 million. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland.

Further, if the Participant transfers funds in excess of €15,000 (or PLN15,000 if the transfer of funds is connected with the business activity of an entrepreneur), the funds must be transferred via a bank account in Poland. The Participant is required to retain the documents connected with a foreign exchange transaction for a period of five years, as measured from the end of the year in which such transaction occurred.

9. Singapore

- 9.1 Sale Restriction. In the event the RSUs vest and Shares are issued to the Participant (or the Participant's heirs) within six months of the date of grant, the Participant (or the Participant's heirs) agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six-month anniversary of the date of grant, unless such sale or offer to sell in Singapore is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

- 9.2 Securities Law Information. The grant of the RSUs is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

10. Spain

- 10.1 Nature of the Award. The following provision supplements Sections 13 ("Nature of the Award") of the Award Agreement:
- 10.1.1 In accepting the grant of the RSUs, the Participant consents to participation in the Plan and acknowledges that the Participant received a copy of the Plan.

- 10.1.2 The Participant understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant RSUs to individuals who may be employees of the Company and its Subsidiaries throughout the world. The decision is limited and entered into based upon the express assumption and condition that (i) any grant will not economically or otherwise bind the Company or any of its Subsidiaries, other than as expressly set forth in the Plan and the Award Agreement (i.e., it is not to be considered an acquired right or a more beneficial condition to be repeated in the future), (ii) the RSUs and any Shares acquired upon settlement of the RSUs are not part of any employment contract (whether with the Company or any Subsidiary) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation), or any other right whatsoever, and (iii) the RSUs will cease vesting upon the termination of the Participant's employment in accordance with Section 3(b) of the Award Agreement.
- 10.1.3 10.1.3 The Participant acknowledges that the Participant has read and specifically accepts the conditions referred to in Section 3 ("Vesting Schedule and Settlement") and Section 4 ("Forfeiture of RSUs") of the Award Agreement. Further, the Participant understands and agrees that, unless otherwise expressly provided for by the Company or set forth in the Award Agreement, (i) the RSUs will be cancelled without entitlement to any Shares if the Participant's employment is terminated for any reason, including, but not limited to: resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (i.e., subject to a "despido improcedente"), material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985, and (ii) any unvested RSUs will be forfeited immediately upon termination of service or employment. The Company, in its sole discretion, shall determine the date when the Participant's employment has terminated for purposes of the RSUs.
- 10.1.4 Finally, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referred to herein; thus, the Participant acknowledges and freely accepts that should any or all the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the RSUs shall be null and void.

- 10.2 Securities Law Information. The RSUs described in the Award Agreement do not qualify under Spanish regulations as a security. No “offer to the public,” as defined under Spanish Law, has taken place or will take place in the Spanish territory in connection with the RSUs. The Plan, the Award Agreement (including this Appendix), and any other documents evidencing the grant of the RSUs have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.
- 10.3 Exchange Control Information. The Participant must declare the acquisition and ownership of stock in a foreign company (including Shares acquired under the Plan) to the *Spanish Dirección General de Comercio e Inversiones* (the “DGCI”), which is a department of the Ministry of Economy and Competitiveness, if the percentage of the Participant’s ownership in the foreign company exceeds certain thresholds. If applicable, the declaration must be filed within one month of the acquisition. In addition, the Participant may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any Shares acquired under the Plan) and any transactions with non-Spanish residents (including any payments of Shares made to the Participant by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

11. Thailand

- 11.1 Exchange Control Information. If the proceeds from the sale of Shares or any cash dividends received in relation to the Shares exceed US\$1,000,000, the Participant must (i) immediately repatriate such funds to Thailand and (ii) report the inward remittance to the Bank of Thailand on a Foreign Exchange Transaction Form, unless the Participant can rely on any applicable exemptions (*e.g.*, where the funds will be used offshore for any permissible purposes under exchange control regulations and the relevant form and supporting documents have been submitted to a commercial bank in Thailand). In addition, within 360 days of repatriation, the Participant must convert any funds repatriated to Thailand to Thai Baht or deposit the funds in a foreign exchange account with a Thai bank.

12. United Kingdom

- 12.1 Tax Obligations. The following provision supplements Section 7 (“Tax Obligations”) of the Award Agreement:

The Participant agrees to indemnify the Company and/or the Employer for all Tax-Related Items that they are required to pay or withhold or have paid or will pay to HM Revenue &

Customs (“HMRC”) (or any other tax authority or any other relevant authority) on the Participant’s behalf and authorizes the Company and/or the Employer to recover such amounts by any of the means set out in Section 7 of the Award Agreement. The Participant also agrees to be liable for any Tax-Related Items related to the RSUs and legally applicable to him or her, and hereby covenants to pay any such Tax-Related items as and when requested by the Company, the Employer or by HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an executive officer or director and the income tax is not collected from or paid by the Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit.

**PERFORMANCE SHARE UNIT AWARD AGREEMENT UNDER THE
GXO LOGISTICS, INC. 2021 OMNIBUS INCENTIVE COMPENSATION PLAN**

This Performance Share Unit Agreement (this “Award Agreement”), dated as of ###GRANT_DATE###, (the “Effective Date”), between GXO LOGISTICS, INC., a Delaware corporation (the “Company”), and ###PARTICIPANT_NAME### sets forth the terms and conditions of an award of ###TOTAL_AWARDS### performance share units (this “Award”) that are subject to the terms and conditions specified herein (each such performance share unit, a “PSU”) and that are granted to you under the GXO Logistics, Inc. 2021 Omnibus Incentive Compensation Plan (the “Plan”). This Award provides you with the opportunity to earn, subject to the terms of this Award Agreement, shares of the Company’s Common Stock, \$0.01 par value (each, a “Share”), or cash, as set forth in Section 3 of this Award Agreement.

SECTION 1. The Plan. This Award is made pursuant to the Plan and, to the extent applicable, the GXO Logistics, Inc. (“GXO”) Global Appendix (“Global Appendix”), all the terms of which are hereby incorporated in this Award Agreement, including the provisions of Section 6(e) of the Plan. In the event of any conflict between the terms of the Plan on the one hand and the terms of this Award Agreement or the Global Appendix on the other, the terms of the Plan shall govern. By accepting this Award, you shall have confirmed your acceptance to the terms and conditions of this Award Agreement and the Global Appendix.

SECTION 2. Definitions. Capitalized terms used in this Award Agreement that are not defined in this Award Agreement have the meanings as used or defined in the Plan. As used in this Award Agreement, the following terms have the meanings set forth below:

“Business Day” means a day that is not a Saturday, a Sunday or a day on which banking institutions are legally permitted to be closed in the City of New York.

“Cause” means your: (i) gross negligence or willful failure to perform your duties or willful refusal to follow any lawful directive of the officer to whom you report; (ii) abuse of or dependency on alcohol or drugs (illicit or otherwise) that adversely affects your performance of duties for the Company or any Subsidiary; (iii) commission of any fraud, embezzlement, theft or dishonesty, or any deliberate misappropriation of money or other assets of the Company or any Subsidiary; (iv) breach of any term of any Employment Agreement or any Confidential Information Protection Agreement to which you may be party or any agreement governing long-term incentive compensation or equity compensation to which you may be party or breach of your fiduciary duties to the Company or any Subsidiary; (v) failure to provide the Company or any Subsidiary with at least 30 days’ advanced written notice of your intention to resign; (vi) any willful act, or failure to act, in bad faith to the detriment of the Company or any Subsidiary; (vii) willful failure to cooperate in good faith with a governmental or internal investigation of the Company or any Subsidiary or any of their directors, managers, officers or employees, if the Company or any Subsidiary requests your cooperation; (viii) failure to follow Company’s code of conduct or ethics policy, and (ix) conviction of, or plea of nolo contendere to, a felony or any serious crime; provided that, the Company will provide you with written notice describing the

facts and circumstances that the Company believes constitutes Cause and, in cases where cure is possible, you shall first be provided a 15-day cure period. If, subsequent to your termination of employment for any reason other than by the Company for Cause, it is determined in good faith by the Chief Executive Officer of the Company that your employment could have been terminated by the Company for Cause, your employment shall, at the election of the Chief Executive Officer of the Company at any time up to two years after your termination of employment but in no event more than six months after the Chief Executive Officer of the Company learns of the facts or events that could give rise to the termination for Cause, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred.

“Confidential Information Protection Agreement” means any individual Employment Agreement or other agreement between you and the Company or any Subsidiary that has any non-competition, non-solicitation, non-disparagement, non-disclosure, intellectual property assignment or confidentiality provisions.

“Disability” means that you would qualify to receive benefit payments under the long-term disability plan or policy, as it may be amended from time to time, of the Company or, if different, the Employer (as defined in Section 6 hereof), regardless of whether you are covered by such policy. If the Company or, if different, the Employer does not have a long-term disability policy, for purposes of this Award Agreement, “Disability” means that you are unable to carry out the responsibilities and functions of the position held by you by reason of any medically determined physical or mental impairment for a period of not less than one hundred and eighty (180) consecutive days. You shall not be considered to have incurred a Disability unless you furnish proof of such impairment sufficient to satisfy the Company in its sole discretion.

“Determination Date” means the date following the completion of the Performance Period on which the Committee certifies the level of achievement of the applicable Performance Goals, which shall be no later than March 10 immediately following the Performance Period.

“Eligible Retirement” means, at the time of your voluntary termination, (i)(a) you are at least age 55 and have been employed at least five (5) years with the Company or its Affiliates, and (b) the combined age and years of your employment equals 65 or more (for example, you are age 55 and have 10 years of employment at the time of your termination); and (ii) your termination date is on or after January 1st of the year immediately following the Grant Date.

“Employment Agreement” means any individual offer letter or employment agreement between you and the Company or any Subsidiary.

“Good Reason” means, without first obtaining your written consent: (i) a material reduction of your annual base salary from that in effect immediately prior to the Change of Control (or if higher, that in effect at any time thereafter), other than pursuant to a general reduction in annual base salary that applies on a uniform basis to all employees of the Company or an Affiliate (if you are an employee of an Affiliate) who are similarly situated to you; (ii) a

material reduction in your target annual cash bonus opportunity from that in effect immediately prior to the Change of Control (or, if higher, that in effect at any time thereafter); or (iii) a material, adverse change in your title, reporting relationship, authority, duties, or responsibilities from those in effect immediately prior to the Change of Control; provided that, the Company shall first be provided a 30-day cure period (the "Cure Period"), following receipt of written notice setting forth in reasonable detail the specific event, circumstance or conduct of the Company that constitutes Good Reason, to cease, and to cure, any event, circumstance or conduct specified in such written notice, if curable; provided further, that such notice shall be provided to the Company within 45 days of the occurrence of the event, circumstance or conduct constituting Good Reason. If, at the end of the Cure Period, the event, circumstance or conduct that constitutes Good Reason has not been remedied, you will be entitled to terminate employment for Good Reason during the 30-day period that follows the end of the Cure Period. If you do not terminate employment during such 30-day period, you will not be permitted to terminate employment for Good Reason as a result of such event, circumstance or conduct.

"Grant Date" means (i) if your first day of employment occurs before the first day of the Performance Period, the "Grant Date" will be the first day of the Performance Period; or (ii) if you first day of employment is after the first day of the Performance Period, the "Grant Date" will be the Effective Date.

"Performance Goal" means the Performance Goals set forth in Exhibit A to this Award Agreement.

"Performance Period" means [***].

"Pro Rata Percentage" means the percentage calculated by dividing (i) the number of days between the Grant Date through the date your employment is terminated by (ii) the number of days in the Performance Period.

"Settlement Date" means as soon as administratively practicable following the vesting of any Performance Stock Units pursuant to Section 3, but in no event later than seventy-five (75) days after such applicable Vesting Date (for the avoidance of doubt, this deadline is intended to comply with the "short-term deferral" exemption from Section 409A of the Code for holders subject thereto).

"Vesting Date" means the Determination Date.

SECTION 3. Vesting Schedule and Settlement.

(a) Vesting. Except as otherwise provided in this Award Agreement, subject to your continued employment with the Company through the Vesting Date, you shall vest in the number of PSUs based on the achievement of the Performance Goals set forth in Exhibit A of this Award Agreement, as determined in the sole discretion of the Compensation Committee. Except as otherwise provided in this Award Agreement, no PSUs shall be earned and payable unless the

Committee has certified the level of achievement of the applicable Performance Goals. The Committee shall have sole discretion to determine the level of achievement of the applicable Performance Goals. Any PSUs that do not vest upon the conclusion of the Performance Period shall be forfeited immediately following the conclusion of the Performance Period.

(b) Termination of Employment. Your employment with the Company and its Affiliates shall be deemed to terminate as of the date you are no longer actively providing services to the Company or any of its Affiliates (regardless of the reason for the termination and whether or not later found to be invalid or in breach of applicable laws or the terms of your employment or other service agreement, if any) and shall not, subject to applicable laws, be extended by any required notice period (e.g., garden leave). Notwithstanding anything to the contrary in this Award Agreement or the Plan:

(i) if your employment terminates by reason of your death or approved Disability, you shall vest in the greater of (A) the number of PSUs based on the actual achievement of the Performance Goals the Compensation Committee in its sole discretion determines can be measured at such time, and (B) the number of PSUs that would vest based on the Performance Goals being achieved at target performance at the time of your death or approved Disability. To the extent that the Compensation Committee determines that the actual achievement of the Performance Goals cannot be determined at such time, you shall vest based on the Performance Goals being achieved at target performance at the time of your death or approved Disability. Any portion of this Award that does not vest pursuant to this Section 3(b)(i) shall be forfeited;

(ii) if your employment is terminated by the Company or any Subsidiary for Cause or if you resign for any reason other than due to your Eligible Retirement, all unvested PSUs shall be immediately forfeited;

(iii) subject to the Release Requirement in Section 3(c), if your employment terminates for any reason not described in clauses (i), (ii), (iv) or (v) of this Section 3(b), you shall remain eligible to vest in a prorated portion of the PSUs, based on the level of achievement of the Performance Goals for such Performance Period multiplied by the Pro Rata Percentage, which vesting shall occur on the Determination Date, and the remainder of this Award shall be forfeited;

(iv) if you voluntarily terminate employment due to your Eligible Retirement, you shall remain eligible to vest in the the PSUs, based on the level of achievement of the Performance Goals for such Performance Period, which vesting shall occur on the Determination Date, and the remainder of this Award shall be forfeited; or

(v) in the event that your employment is terminated by the Company without Cause or by you for Good Reason at any time following a Change of Control, you shall vest in the greater of (A) the number of PSUs based on the actual achievement of the Performance Goals the Compensation Committee in its sole discretion determines can be measured at such time, and

(B) the number of PSUs that would vest based on the Performance Goals being achieved at target performance. To the extent that the Committee determines that the actual achievement of the Performance Goals cannot be determined at such time, you shall vest based on the Performance Goals being achieved at target performance. Such vesting shall occur at such time your employment terminates. Any portion of this Award that does not vest pursuant to this Section 3(b)(v) shall be forfeited.

(c) Release Requirement. To the extent permissible under applicable law, the Company may, at the Company's sole discretion, condition the vesting treatment set forth in Section 3(b)(iii) upon your (or your estate's) timely execution, delivery and non-revocation of a general release of claims against the Company and each Subsidiary and Affiliate of the Company in a form to be provided by the Company (the "Release") and your continued compliance with any Confidential Information Protection Agreement (the "Release Requirement"). If you are a taxpayer in the United States, to the extent the Release Requirement is applicable, the Release shall be delivered to you (or your estate's) within fourteen (14) business days following the termination date, and you shall have seven (7) days thereafter (or up to 45 days, if necessary to comply with applicable law) to execute and deliver the Release to the Company (the "Release Period").

(d) Settlement of PSU Award. On the Settlement Date, the Company shall deliver to you or your legal representative either (i) one Share or (ii) if not prohibited under the terms of the Global Appendix, a cash payment equal to the Fair Market Value determined as of the Settlement Date of one Share, in each case, for each PSU that has vested in accordance with the terms of this Award Agreement; provided that, subject to the foregoing, the Company shall have sole discretion to determine whether to settle such PSUs in Shares, cash or a combination thereof.

SECTION 4. Forfeiture of PSUs. If you (a) breach any restrictive covenant (which, for the avoidance of doubt, includes any non-compete, non-solicit, non-disparagement or confidentiality provisions) contained in any arrangements with the Company (including your Employment Agreement and your Confidential Information Protection Agreement) to which you are subject or (b) engage in fraud or willful misconduct that contributes materially to any financial restatement or material loss to the Company or any Subsidiary, your rights with respect to the PSUs shall immediately terminate, and you shall be entitled to no further payments or benefits with respect thereto and, if the PSUs are vested and/or settled, the Company may require you to forfeit or remit to the Company any amount payable, or the after-tax net amount paid or received by you, in respect of any PSUs; provided, however, that (i) the Company shall make such demand that you forfeit or remit any such amount no later than six (6) months after learning of the conduct described in this Section 4 and (ii) in cases where cure is possible, you shall first be provided a 15-day cure period to cease, and to cure, such conduct.

SECTION 5. No Rights as a Stockholder. You shall not have any rights or privileges of a stockholder with respect to the PSUs subject to this Award Agreement unless and until Shares

are actually issued in book-entry form to you or your legal representative in settlement of this Award.

SECTION 6. Non-Transferability of PSUs. Unless otherwise provided by the Committee in its discretion, PSUs may not be sold, assigned, alienated, transferred, pledged, attached or otherwise encumbered except as provided in Section 9(a) of the Plan. Any purported sale, assignment, alienation, transfer, pledge, attachment, or other encumbrance of PSUs in violation of the provisions of this Section 6 and Section 9(a) of the Plan shall be void.

SECTION 7. Tax Obligations.

(a) You acknowledge that, regardless of any action taken by the Company, or, if different, the Affiliate of the Company that employs you (the “Employer”), the ultimate liability for all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, fringe benefit, payment on account or other tax-related items resulting from the PSUs (“Tax-Related Items”) is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSUs or the underlying Shares, including, but not limited to, the grant, vesting or settlement of the PSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of:

- (i) withholding from your wages or other cash compensation payable to you by the Company or its Affiliates;
- (ii) withholding Shares that otherwise would be issued to you when your PSUs are settled;
- (iii) withholding from proceeds of the sale of Shares, through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent);
- (iv) requiring you to make a payment in cash or by check;
- (v) reducing the amount of any cash otherwise payable to you with respect to the PSUs (if any);
- (vi) any other method of withholding approved by the Company and to the extent required by applicable laws or the Plan, approved by the Committee; or

(vii) and in each case, under such rules as may be established by the Committee and in compliance with the Company's insider trading policy; provided, however, that, unless otherwise determined by the Committee, if you are a Section 16 officer of the Company under the Exchange Act, then the method of withholding shall be through a withholding of Shares under (ii) above.

(c) Notwithstanding any contrary provision of the Plan or this Award Agreement, if you fail to make satisfactory arrangements for the payment of any withholding tax liability when due, the Company may refuse to issue or deliver the Shares or treat some or all of the PSUs and the Shares underlying the PSUs as forfeited.

SECTION 8. Securities Trade Monitoring Policy. You are required to maintain a securities brokerage account with the Company's preferred broker in order to receive any Shares issuable under this Award, in accordance with the Company securities trade monitoring policy (the "Securities Trade Monitoring Policy"). The Company's preferred broker is currently Morgan Stanley. Any Shares issued to you pursuant to this Award Agreement shall be deposited in your account with the Company's preferred broker in accordance with the terms set forth herein. You hereby acknowledge that you have reviewed, and agree to comply with, the terms of the Securities Trade Monitoring Policy, and that this Award, and the value of any Shares issued pursuant to this Award Agreement, shall be subject to forfeiture or recoupment by the Company, as applicable, in the event of your noncompliance with the Securities Trade Monitoring Policy, as it may be in effect from time to time.

SECTION 9. Currency Risk. You accept that if the Shares subject to your Award are traded in a currency which is not the currency of your jurisdiction, the value of the Shares may be affected by movements in the exchange rate. No member of the GXO group of companies is liable for any loss due to movements in the exchange rate or any charges imposed in relation to the conversion or transfer of money.

SECTION 10. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the PSUs and the Shares issuable thereunder, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

SECTION 11. Section 280G. Notwithstanding anything in this Award Agreement to the contrary and regardless of whether this Award Agreement has otherwise expired or terminated, unless otherwise provided in your Employment Agreement, in the event that any payments, distributions, benefits or entitlements of any type payable to you ("CIC Benefits") (a) constitute "parachute payments" within the meaning of Section 280G of the Code, and (b) but for this paragraph would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then your CIC Benefits shall be reduced to such lesser amount (the "Reduced Amount") that would result in no portion of such benefits being subject to the Excise Tax; provided that such amounts shall not be so reduced if the Company determines, based on the advice of a nationally recognized certified public accounting firm as may be designated by the Company (the "Accounting Firm"), that without such reduction you would be entitled to receive and retain, on a

net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount that is greater than the amount, on a net after tax basis, that you would be entitled to retain upon receipt of the Reduced Amount. Unless the Company and you otherwise agree in writing, any determination required under this Section 11 shall be made in writing in good faith by the Accounting Firm. In the event of a reduction of benefits hereunder, benefits shall be reduced by first reducing or eliminating the portion of the CIC Benefits that are payable under this Award Agreement and then by reducing or eliminating the portion of the CIC Benefits that are payable in cash and then by reducing or eliminating the non-cash portion of the CIC Benefits, in each case, in reverse order beginning with payments or benefits which are to be paid the furthest in the future. For purposes of making the calculations required by this Section 11, the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. The Company and you shall furnish to the Accounting Firm such information and documents as the Accounting Firm may reasonably require in order to make a determination under this Section 11, and the Company shall bear the cost of all fees the Accounting Firm charges in connection with any calculations contemplated by this Section 11. In connection with making determinations under this Section 11, the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by you before or after the Change of Control, including any non-competition provisions that may apply to you and the Company shall cooperate in the valuation of any such services, including any non-competition provisions.

SECTION 12. Code Section 409A; No Deferral of Compensation. Neither the Plan nor this Award Agreement is intended to provide for the deferral of compensation within the meaning of Code Section 409A. If the Company determines that this Award Agreement is subject to Code Section 409A and that it has failed to comply with the requirements of Code Section 409A, the Company may, at the Company's sole discretion and without your consent, amend the Award Agreement to cause the terms and conditions of the Award Agreement to comply with Code Section 409A or be exempt from Code Section 409A. If it is determined that this Award is subject to Section 409A and you are a "Specified Employee" (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of your "Separation from Service" (as defined in Section 409A), then the issuance of any shares that would otherwise be made upon the date of your Separation from Service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the Separation from Service. If it is determined that this Award is subject to Section 409A and the Release Period set forth in Section 3(c) of this Award Agreement crosses tax years, then the Settlement Date shall occur in the second tax year. Notwithstanding the foregoing, in no event shall the Company or its subsidiaries or affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred you on account of non-compliance with Code Section 409A.

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SECTION 13. Nature of the Award. By accepting the PSUs, you acknowledge, understand and agree that:

- (a) Voluntary and Discretionary. The Plan is established voluntarily by the Company, is wholly discretionary in nature and may be modified, amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) Consents. Your rights in respect of the PSUs are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including your consent to the Company's supplying to any third-party recordkeeper of the Plan such personal information as the Committee deems advisable to administer the Plan;
- (c) US Company Plan. The Plan is offered and administered by GXO Logistics, Inc., a US incorporated company, and not by your Employer (if different);
- (d) US Plan Documents. All documents related to the Plan, including the Plan rules and this Award Agreement and the links by which you access these documents, are originated and maintained in the US;
- (e) Exceptional and Occasional Benefit. The grant of the PSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs have been granted in the past. All decisions with respect to future grants of PSUs or other grants, if any, will be at the sole discretion of the Company;
- (f) No Employment or Service Rights. The PSUs and your participation in the Plan shall not create a right of employment or other service relationship with the Company and shall not be interpreted as forming or amending an employment or service contract with the Company or the employing company (if different). Further, the PSUs and your participation in the Plan shall not interfere with the ability of the Company, the employing company (if different) or any Affiliate, as applicable, to terminate your employment or service relationship (if any);
- (g) Voluntary Plan Participation. You are voluntarily participating in the Plan;
- (h) PSUs Not In Lieu of Other Compensation. The PSUs and any Shares acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits, or similar payments. Further, the PSUs and the Shares subject to the PSUs, and the income from and value of same, are not intended to replace any pension rights or compensation. Unless otherwise agreed with the Company, the PSUs and the Shares underlying the PSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service you may provide as a Director of an Affiliate of the Company.

(i) Uncertain Future Value. The future value of the Shares underlying the PSUs is unknown, indeterminable, and cannot be predicted with certainty.

(j) No Entitlements. No claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from the termination of your employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any). In consideration for, and as a condition of your Award, you waive any and all rights to compensation or damages in consequence of the termination of your employment for any reason whatsoever insofar as those rights arise or may arise from you ceasing to have rights under, or be entitled to receive payment in respect of, the Plan as a result of such termination, or from the loss (actual or potential) or diminution in value of such rights or entitlements. This waiver applies whether or not such termination amounts to wrongful or unfair dismissal. Unless otherwise provided in the Plan or by the Company in its discretion, the PSUs and the benefits evidenced by this Award Agreement do not create any entitlement to have the PSUs or any such benefits transferred to, or assumed by, another company, or to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

SECTION 14. Successors and Assigns of the Company. The terms and conditions of this Award Agreement shall be binding upon and shall inure to the benefit of the Company and its successors and assigns.

SECTION 15. Committee Discretion. The Compensation Committee of the Board shall have full and plenary discretion with respect to any actions to be taken or determinations to be made in connection with this Award Agreement, and its determinations shall be final, binding and conclusive. You acknowledge that you are not automatically entitled to the exercise of any discretion under the Plan in your favor and you do not have any claim or right of action in respect of any decision, omission, or discretion which may operate to your disadvantage.

SECTION 16. Dispute Resolution.

(a) Jurisdiction and Venue. Any claim initiated by you arising out of or relating to this Award Agreement, or the breach thereof, shall be resolved by binding arbitration before a single arbitrator in the State of Delaware administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except the extent that the Company or any Subsidiary seeks injunctive relief pursuant to an Employment Agreement, Confidential Information Protection Agreement, or other individual agreement between you and the Company or any Subsidiary, any claim initiated by the Company arising out of or relating to this Award Agreement, or the breach thereof, shall, at the election of the Company be resolved in accordance with this Section 16. You hereby irrevocably submit to the jurisdiction of any state or federal court located in the State of Delaware; provided, however, that nothing herein shall preclude the Company from bringing any suit, action or proceeding in any other court for the purposes of enforcing any judgment or award obtained by the Company. You waive, to the fullest extent permitted by applicable law, any objection which you now or hereafter have to

personal jurisdiction or to the laying of venue of any such suit, action or proceeding brought in an applicable court described in this Section 16 and agree that you shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court. You agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any suit, action or proceeding brought in any applicable court described in this Section 17 shall be conclusive and binding upon you and may be enforced in any other jurisdiction.

(b) Waiver of Jury Trial. You and the Company hereby waive, to the fullest extent permitted by applicable law, any right either of you may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Award Agreement or the Plan.

(c) Confidentiality. You hereby agree to keep confidential the existence of, and any information concerning, a dispute described in this Section 16, except that you may disclose information concerning such dispute to the court that is considering such dispute or to your legal counsel (provided that such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute).

SECTION 17. Notice. All notices, requests, demands and other communications required or permitted to be given under the terms of this Award Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three Business Days after they have been mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed to the other party as set forth below:

If to the Company:

GXO Logistics, Inc.
Two American Lane
Greenwich, CT 06831
Attention: Chief Human Resources Officer

If to you:

To your address as most recently supplied to the Company
and set forth in the Company's records

The parties may change the address to which notices under this Award Agreement shall be sent by providing written notice to the other in the manner specified above.

SECTION 18. Governing Law. This Award Agreement shall be deemed to be made in the State of Delaware, and the validity, construction and effect of this Award Agreement in all respects shall be determined in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof.

SECTION 19. Consent to Electronic Delivery and Participation. By accepting the PSUs, you agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company, and consents to the electronic delivery of this Award Agreement, the Plan, account statements, Plan prospectuses,

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and all other documents, communications, or information related to the PSUs and current or future participation in the Plan. Electronic delivery may include the delivery of a link to the Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You may request that hard copies of any Plan-related documents be provided, free of charge, by contacting [***].

SECTION 20. Headings and Construction. Headings are given to the Sections and subsections of this Award Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Award Agreement or any provision thereof. Whenever the words "include", "includes" or "including" are used in this Award Agreement, they shall be deemed to be followed by the words "but not limited to". The term "or" is not exclusive.

SECTION 21. Amendment of this Award Agreement. The Committee may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Award Agreement prospectively or retroactively; provided, however, that, any such waiver, amendment, alteration, suspension, discontinuance, cancelation or termination that would materially and adversely impair your rights under this Award Agreement shall not to that extent be effective without your consent (it being understood, notwithstanding the foregoing provision, that this Award Agreement and the PSUs shall be subject to the provisions of Section 7(c) of the Plan).

SECTION 22. Counterparts. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. You and the Company hereby acknowledge and agree that signatures delivered by facsimile or electronic means (including by electronic signature or "pdf") shall be deemed effective for all purposes.

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

GXO LOGISTICS, INC.

By: ___
Name: Corinna Refsgaard
Title: Chief Human Resources Officer

Date: ###GRANT_DATE###

By: ###PARTICIPANT_NAME###

Date: ###ACCEPTANCE_DATE###

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EXHIBIT A

[***]

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**GXO Logistics, Inc. (“GXO”)
Global Appendix (Shares)**

Capitalised terms not otherwise defined in this global appendix document (the “Appendix”) have the meanings given in the rules of the GXO 2021 Omnibus Incentive Compensation Plan (the “Plan”) and the Award Agreement, as applicable. You are the “Participant” for the purposes of this document. In the event of any conflict between the terms of the Plan on the one hand and the terms of this Award Agreement or the Appendix on the other, the terms of the Plan shall govern.

Terms and Conditions

This Appendix includes special and/or additional terms and conditions that govern the PSUs granted to the Participant under the Plan if the Participant resides and/or works in one of the countries listed below. Part A including terms and conditions that apply to Participants in all jurisdictions, and Part B includes country-specific terms and conditions. These terms and conditions are in addition to or, if so indicated, in place of, the terms and conditions set forth in the Award Agreement. If the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers residency and/or employment to another country after the grant of the Award, or is considered resident of another country for local law purposes, the Committee shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant.

Notifications

This Appendix also includes information regarding tax, securities law, exchange controls and certain other issues of which the Participant should be aware with respect to the Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of February 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix as the only source of information relating to the consequences of the Participant’s participation in the Plan because the information may be out of date at the time that the PSUs vest or Shares acquired under the Plan are sold.

In addition, the information contained herein is general in nature and may not apply to the Participant’s particular situation and the Company is not in a position to assure the Participant of any particular result. Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Participant’s situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers residency and/or employment to another

country after the grant of the Award, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to the Participant in the same manner.

A. PROVISIONS APPLICABLE TO ALL EMPLOYEES

The Participant acknowledges, accepts and agrees each of the following:

1. Adequate Information

That the Participant has been given, has read, and understands, all relevant information and materials with respect to the terms and conditions of the Award as set out in the Plan rules. Participants acknowledge that the information and materials provided do not take into account individual objectives, financial situation or needs and that if a Participant does not understand the contents of the Plan documents, or is in any doubt, they should consult an independent authorised financial adviser.

2. No Public Offer

That the grant of an Award is strictly private and personal to the Participant and rights under the Plan may not be transferred, disposed of or assigned unless expressly confirmed by GXO in writing.

That the Plan is not intended to constitute a public offering in any jurisdiction. The Award has not been reviewed or approved by any applicable securities authorities and may have been offered pursuant to an exemption from registration in a local jurisdiction. It should not be made public or transmitted to any third party. The Participant should therefore keep all Plan-related documents confidential and the Participant may not reproduce, distribute or otherwise make public any such documents without GXO's express written consent.

3. Tax Obligations

That the Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you will be deemed to have been issued the full number of Shares subject to the vested PSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

4. Independent Advice Recommended

That the information provided by GXO, the Participant's employer nor any person or entity acting on their behalf, including its service providers, in respect of the Plan, and any other benefit program offered by GXO, does not take into account the individual circumstances of recipients and does not constitute investment advice. The Plan involves certain risks and Participants are advised to exercise caution in relation to the Award. Participants should consult their own independent legal, financial and tax advisors in all cases.

That neither the Participant's employer nor any person or entity acting on behalf of the Participant's employer has provided the Participant with financial advice with respect to the Award or the shares acquired upon settlement of the Award and the Participant is not guaranteed a specified level of return on the Award or the shares. If an Award is related to any GXO shares there is a risk that they may fall as well as rise in value. More information in relation to GXO, including the share price, can be found at <https://www.GXO.com/>.

5. Exchange Control, Reporting Requirements and Resale Obligations

That, under local exchange or currency controls, the Participant will be solely responsible for complying with any notification, approval and/or repatriation obligations which apply with respect to an Award and neither GXO nor the Participant's employer will be responsible on their behalf. GXO accepts no responsibility for the Participant's failure to comply, or delay in complying with, such requirements. Participants should seek independent professional advice if Participants are unsure about obligations as a result of participation in the Plan.

That among other things, such obligations may affect the Participant's ability to hold foreign shares, bring shares into the Participant's jurisdiction, reinvest dividends, and receive dividends, share sale proceeds and other payments in a local or foreign account. The Participant may further be subject to local securities law and/or exchange control restrictions on the transfer and resale of shares. The Participant is responsible for ensuring compliance with any individual obligations that may apply to the Participant in connection with the Plan and GXO recommends that the Participant obtain independent legal advice in this regard.

6. Data Protection Privacy Notice

That, if the Participant is located inside of the EEA, any data protection policy (or policies) of GXO or any Group Member and/or data privacy notice(s) that are applicable to the Participant will apply to the processing of the Participant's personal data. The GXO EU Workers Privacy Notice can be found on ethics.gxo.com.

That, if the Participant is located outside of the EEA, the processing of the Participant's Data may be governed by local and/or other international laws, as well as the General Data Protection Regulation (GDPR) as mentioned in the GXO Employee Privacy Notice. By participating in one of the GXO's share plans, the Participant is deemed to consent to the processing of the Participant's personal data, in accordance with any data protection policy (or policies) of GXO or any Group Member and/or data privacy notice(s) that are applicable to the Participant. The GXO data privacy policies and notices can be found on ethics.gxo.com.

7. Insider Trading/Market Abuse Laws

That the Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect the Participant's ability to directly or indirectly, accept, acquire, sell or attempt to sell or otherwise dispose of Shares or rights to the Shares, or rights linked to the value of Shares during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws and/or regulations in applicable jurisdictions or the Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by the Participant before possessing the inside information. Furthermore, the Participant may be prohibited from (a) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (b) "tipping" third parties or otherwise inducing them to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant is advised to speak to the Participant's personal advisor on this matter.

8. Language

That the Participant is sufficiently proficient in English to understand the terms and conditions of this Award Agreement. Furthermore, if the Participant has received this Award Agreement, or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.

B. PROVISIONS APPLICABLE TO EMPLOYEES IN PARTICULAR JURISDICTIONS

1. Belgium

- 1.1 Foreign Asset / Account Reporting.** Belgian residents are required to report any securities held (including Shares) or bank accounts opened outside Belgium (*e.g.*, any brokerage account opened in connection with the Plan) in their annual tax return. Furthermore, Belgian residents will also be required to provide a central contact point of the National Bank of Belgium with the account number of those foreign bank accounts, the name of the bank with which the accounts were opened and the country in which they were opened in a separate report. This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des credits* caption.
- 1.2 Annual Securities Account Tax.** An annual securities tax may be payable if the total value of securities held in a Belgian or foreign securities account (*e.g.*, Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (*i.e.*, December 31, March 31, June 30, and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. *The Participant should consult with a personal tax or financial advisor for additional details on the Participant's obligations with respect to the annual securities tax.*

2. France

- 2.1 PSU Type.** The shares granted under the Plan are intended to qualify for French special tax and social security regimes.

According to the 2021 GXO Omnibus Incentive Compensation Plan and the Invitation Letter to participate in the Plan, the Employee will not be permitted to sell or transfer any shares at least two years after the grant date, or such other period as is required to comply with the minimum mandatory period applicable to shares underlying French-qualified PSUs under Section L. 225-197-7 of the French Commercial Code, as amended, or relevant sections of the French Tax Code and French Social Security Code, as amended, to benefit from the favorable tax and social security regime; provided, however, that this minimum holding period shall not apply in the event of the Employee's termination of employment by reason of death. If the minimum period between the grant and the sale applicable to Shares underlying the French-qualified PSUs is not met, the gains realised

under the PSUs may not qualify and receive favorable tax or social security treatment under French law for all its beneficiaries.

Invitation Letter

These PSUs have been granted to you within the framework of the French provisions contained in article L. 225-197-1 of the French Commercial Code. This framework requires a minimum vesting/holding period of 24 months from the grant date.

In general, the triggering event of taxation in France is the sale of the shares that you have acquired.

You will need to report on your annual tax return the acquisition and/or sale gain accordingly. For further guidance, please consult your personal tax advisor.

The initial 24-month period between the grant and the sale of the shares is intended to enable you to benefit from favorable tax treatment of the gains. The actual Net-in-Pocket that you will realize is dependent upon the number of PSUs that vest and the share price at the time of sale and the Settlement Date. Additionally, the CSG at 6,8% on the acquisition gain will be deductible from your taxable income the following year.

Please note that the above information is general in nature and may not apply to your particular tax or financial situation at the time of the taxable event. For example, if you are subject to taxation in another country or transfer employment and/or residency after the PSUs are granted to you, the tax treatment may be different. Further, tax laws can change frequently, so you should consult with your personal tax advisor for current information and further guidance regarding your personal tax liabilities and responsibilities associated with the PSUs.

- 2.2** Language Consent. By accepting the grant of the PSUs, the Participant confirms having read and understood the documents related to the grant (the Award Agreement and the Plan), which were provided in the English language. The Participant accepts the terms of those documents accordingly.

En acceptant l'attribution du droit sur des actions assujetti à des restrictions ("PSUs"), le Participant confirme avoir lu et compris les documents relatifs à l'attribution (le Contrat

et le Plan) qui ont été fournis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.

2.3 Foreign Asset / Account Reporting. French residents may hold Shares acquired under the Plan outside France, provided they declare all foreign accounts, whether open, current, or closed, in their income tax return.

3. Germany

3.1 Exchange Control Information. Cross-border payments in excess of €50,000 must be reported monthly to the German Federal Bank. If the Participant receives a cross-border payment in excess of €50,000 (e.g., proceeds from the sale of Shares acquired under the Plan) and/or if the Company withholds or sells Shares with a value in excess of €50,000 for any Tax-Related Items, the Participant must report the payment and/or the value of the shares received and/or sold or withheld to the Bundesbank either electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via the Bank’s website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by Bundesbank. The Participant should file the report by the fifth day of the month following the month in which the payment is made.

4. India

4.1 Settlement in Cash Only. Notwithstanding any discretion in the Plan or anything to the contrary in the Award Agreement, the PSUs do not provide any right for the Participant to receive Shares. The Participant shall receive only a cash payment in an amount equal to the value of the Shares on the vesting date based on the number of Shares determined under the Award Agreement (less any Tax-Related Items).

5. Italy

5.1 Plan Document Acknowledgment. By accepting the PSUs, the Participant acknowledges that he or she has received a copy of the Plan, the Award Agreement and has reviewed the Plan and the Award Agreement, including this Appendix in their entirety and fully understands and accepts all provisions of the Plan, the Award Agreement, including this Appendix.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following provisions of the Award Agreement: (i) Vesting and Settlement (ii) Forfeiture of PSUs; (iii) Non-Transferability of PSUs; (iv) Tax Obligations; (v) Dispute

Resolution; (vi) Governing Law; (vi) Consent to Electronic Delivery and Participation; and (viii) Nature of Award.

5.2 Foreign Asset / Account Reporting. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions. The Participant should consult his or her personal tax advisor to ensure compliance with applicable reporting obligations.

6. Mexico

6.1 Securities Law Notice. The Shares underlying your Award have not been registered with the National Register of Securities maintained by the Mexican Banking and Securities Commission and may not be offered or sold publicly in Mexico. The Plan documents may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing labor relationship with a Mexican GXO subsidiary and may not be reproduced or copied in any form. The offer contained in these materials is addressed solely to the present employees of a Mexican GXO subsidiary and any rights under the Plan may not be assigned or transferred. The Shares underlying your Award will be offered pursuant to a private placement exception under the Mexican Securities Law.

6.2 Plan Document Acknowledgement

By accepting the PSUs, the Participant acknowledges that he or she has received a copy of the Plan, and the Award Agreement, including this Appendix, which the Participant has reviewed. The Participant acknowledges further that he or she accepts all the provisions of the Plan and the Award Agreement, including this Appendix. The Participant also acknowledges that he or she has read and specifically and expressly approves the terms and conditions set forth in the "Nature of Award" Section of the Award Agreement, which clearly provides as follows:

- (1) Participant's participation in the Plan does not constitute an acquired right;
- (2) The Plan and Participant's participation in it are offered by the Company on a wholly discretionary basis;
- (3) Participant's participation in the Plan is voluntary; and

(4) The Company and its Subsidiaries and Affiliates are not responsible for any decrease in the value of any Shares acquired at vesting and settlement of the PSUs.

Reconocimiento del Documento del Plan

Al aceptar las Unidades de Acciones en Base a Desempeño (PSUs, por sus siglas en inglés), el Participante reconoce que ha recibido una copia del Plan el Acuerdo, con inclusión de este Anexo, que el Participante ha revisado. El Participante reconoce, además, que acepta todas las disposiciones del Plan y en el Acuerdo, incluyendo este Anexo. El Participante también reconoce que ha leído y que concretamente aprueba de forma expresa los términos y condiciones establecidos en la Sección “Naturaleza de la Subvención” del Acuerdo, que claramente dispone lo siguiente:

- (1) La participación del Participante en el Plan no constituye un derecho adquirido;*
- (2) El Plan y la participación del Participante en el Plan se ofrecen por la Compañía en su discrecionalidad total;*
- (3) Que la participación del Participante en el Plan es voluntaria; y*
- (4) La Compañía y sus Subsidiarias y Afiliadas no son responsables de ninguna disminución en el valor de las acciones adquiridas al conferir las PSUs.*

6.3 Labor Law Policy and Acknowledgment

By accepting the PSUs, the Participant expressly recognizes that the Company, with registered offices at Two American Lane, Greenwich, Connecticut 06831, U.S.A., is solely responsible for the administration of the Plan and that the Participant’s participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Participant and the Company since the Participant is participating in the Plan on a wholly commercial basis and his or her sole employer is an Affiliate of the Company in Mexico (“GXO Mexico”). Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and the employer, GXO Mexico, and do not form part of the employment conditions and/or benefits provided by GXO Mexico, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant’s employment.

The Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of the Company; therefore, the Company reserves the absolute right to amend and/or discontinue the Participant’s participation at any time without any liability to the Participant.

Finally, the Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to the Company, and its subsidiaries, branches, representative offices, shareholders, directors, officers, employees, agents, or legal representatives with respect to any claim that may arise.

Política Laboral y Reconocimiento

Al aceptar las PSUs, el Participante expresamente reconoce que la Compañía, con sus oficinas registradas y ubicadas en Two American Lane, Greenwich, Connecticut 06831, U.S.A., es la única responsable por la administración del Plan y que la participación del Participante en el Plan y en su caso la adquisición de Acciones no constituyen una relación de trabajo entre el Participante y la Compañía, ya que el Participante participa en el Plan en un marco totalmente comercial y su único patrón es una Afiliada de la Compañía (“GXO Mexico”). Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Participante y el patrón, GXO Mexico, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por GXO Mexico, y que cualquier modificación al Plan o su terminación no constituye un cambio o desmejora de los términos y condiciones de la relación de trabajo del Participante.

Asimismo, el Participante reconoce que su participación en el Plan se ha resultado de una decisión unilateral y discrecional de la Compañía; por lo tanto, la Compañía se reserva el derecho absoluto de modificar y/o terminar la participación del Participante en cualquier momento y sin responsabilidad alguna frente el Participante.

Finalmente, el Participante por este medio declara que no se reserva ninguna derecho o acción en contra de la Compañía por cualquier compensación o daños y perjuicios en relación de las disposiciones del Plan o de los beneficios derivados del Plan, y por lo tanto, el Participante otorga el más amplio finiquito que en derecho proceda a la Compañía, y sus filiales, oficinas de representación, accionistas, directores, autoridades, empleados, agentes, o representantes legales en relación con cualquier demanda que pudiera surgir.

7. Netherlands

Attention! This investment falls outside AFM supervision.
No license and no prospectus required for this activity.



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8. Poland

- 8.1** Exchange Control Notification. Polish residents holding foreign securities (e.g., Shares) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN 7 million. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland.

Further, if the Participant transfers funds in excess of €15,000 (or PLN15,000 if the transfer of funds is connected with the business activity of an entrepreneur), the funds must be transferred via a bank account in Poland. The Participant is required to retain the documents connected with a foreign exchange transaction for a period of five years, as measured from the end of the year in which such transaction occurred.

9. Singapore

- 9.1** Sale Restriction. In the event the PSUs vest and Shares are issued to the Participant (or the Participant's heirs) within six months of the date of grant, the Participant (or the Participant's heirs) agrees that the Shares will not be offered to the public or otherwise disposed of prior to the six-month anniversary of the date of grant, unless such sale or offer to sell in Singapore is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

- 9.2** Securities Law Information. The grant of the PSUs is being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA under which it is exempt from the prospectus and registration requirements and is not made with a view to the underlying Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

10. Spain

- 10.1** Nature of the Award. The following provision supplements Sections 13 ("Nature of the Award") of the Award Agreement:

10.1.1 In accepting the grant of the PSUs, the Participant consents to participation in the Plan and acknowledges that the Participant received a copy of the Plan.

10.1.2 The Participant understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant PSUs to individuals who may be employees of the Company and its Subsidiaries throughout the world. The decision is limited and entered into based upon the express assumption and condition that (i) any grant will not economically or otherwise bind the Company or any of its Subsidiaries, other than as expressly set forth in the Plan and the Award Agreement. Consequently, the Participant understands that the PSUs are granted on the assumption and condition that the (i.e., it is not to be considered an acquired right or a more beneficial condition to be repeated in the future), (ii) the PSUs and any Shares acquired upon settlement of the PSUs are not part of any employment contract (whether with the Company or any Subsidiary) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation), or any other right whatsoever, and (iii) the PSUs will cease vesting upon the termination of the Participant's employment in accordance with Section 3(b) of the Award Agreement. The Participant acknowledges that the Participant has read and specifically accepts the conditions referred to in Section 3 ("Vesting Schedule and Settlement") and Section 4 ("Forfeiture of PSUs") of the Award Agreement.

10.1.3 Finally, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referred to herein; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the PSUs shall be null and void.

10.2 Securities Law Information. The PSUs described in the Award Agreement do not qualify under Spanish regulations as a security. No "offer to the public," as defined under Spanish Law, has taken place or will take place in the Spanish territory in connection with the PSUs. The Plan, the Award Agreement (including this Appendix), and any other documents evidencing the grant of the PSUs have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

10.3 Exchange Control Information. The Participant must declare the acquisition, ownership and disposition of stock in a foreign company (including Shares acquired under the Plan) to the *Spanish Dirección General de Comercio e Inversiones* (the "DGCI"), which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be filed in January for Shares acquired or disposed of during the prior year and/or for Shares owned as of December 31 of the prior year; however, if the sale proceeds from the

sale of Shares exceeds a certain threshold, the declaration must be filed within one month of the disposition. In addition, the Participant may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any Shares acquired under the Plan) and any transactions with non-Spanish residents (including any payments of Shares made to the Participant by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

11. Thailand

- 11.1** Exchange Control Information. If the proceeds from the sale of Shares or any cash dividends received in relation to the Shares exceed US\$1,000,000, the Participant must (i) immediately repatriate such funds to Thailand and (ii) report the inward remittance to the Bank of Thailand on a Foreign Exchange Transaction Form, unless the Participant can rely on any applicable exemptions (*e.g.*, where the funds will be used offshore for any permissible purposes under exchange control regulations and the relevant form and supporting documents have been submitted to a commercial bank in Thailand). In addition, within 360 days of repatriation, the Participant must convert any funds repatriated to Thailand to Thai Baht or deposit the funds in a foreign exchange account with a Thai bank.

12. United Kingdom

- 12.1** Tax Obligations. The following provision supplements Section 7 (“Tax Obligations”) of the Award Agreement:

The Participant agrees to indemnify the Company and/or the Employer for all Tax-Related Items that they are required to pay or withhold or have paid or will pay to Her Majesty’s Revenue & Customs (“HMRC”) (or any other tax authority or any other relevant authority) on the Participant’s behalf and authorizes the Company and/or the Employer to recover such amounts by any of the means set out in Section 7 of the Award Agreement. The Participant also agrees to be liable for any Tax-Related Items related to the PSUs and legally applicable to him or her, and hereby covenants to pay any such Tax-Related items as and when requested by the Company, the Employer or by HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In the event that the Participant is an executive officer or director and the income tax is not collected from or paid by the Participant within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the

indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to the HMRC under the self-assessment regime and for paying the Company or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit.

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CERTIFICATION

I, Patrick Kelleher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 of GXO Logistics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Patrick Kelleher

Patrick Kelleher

Chief Executive Officer

(Principal Executive Officer)

Date: May 6, 2026

CERTIFICATION

I, Mark Suchinski, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026 of GXO Logistics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Mark Suchinski

Mark Suchinski

Chief Financial Officer

(Principal Financial Officer)

Date: May 6, 2026

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER

**Pursuant to 18 U.S.C. Section 1350
As adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Executive Officer of GXO Logistics, Inc. (the “Company”), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2026 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Patrick Kelleher

Patrick Kelleher

Chief Executive Officer

(Principal Executive Officer)

Date: May 6, 2026

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER

**Pursuant to 18 U.S.C. Section 1350
As adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Solely for the purposes of complying with 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, the undersigned Chief Financial Officer of GXO Logistics, Inc. (the “Company”), hereby certify, based on my knowledge, that the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2026 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mark Suchinski

Mark Suchinski

Chief Financial Officer

(Principal Financial Officer)

Date: May 6, 2026