UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 20, 2020

TACTILE SYSTEMS TECHNOLOGY, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation) **001-37799** (Commission File Number) **41-1801204** (I.R.S. Employer Identification No.)

3701 Wayzata Blvd, Suite 300, Minneapolis, MN 55416

(Address of principal executive offices) (Zip Code)

(612)355-5100

(Registrant's telephone number, including area code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

□ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

□ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

□ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

□ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which
		registered
Common Stock, Par Value \$0.001 Per Share	TCMD	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On May 20, 2020, our Board of Directors appointed Daniel L. Reuvers as our President and Chief Executive Officer, effective June 8, 2020 (the "Start Date"), to succeed Gerald R. Mattys, who is retiring as our Chief Executive Officer as previously disclosed. Our Board of Directors, upon the recommendation of the Nominating and Corporate Governance Committee, also elected Mr. Reuvers as a member of our Board of Directors effective June 8, 2020, for a term expiring at our 2021 Annual Meeting of Stockholders, filling a seat created by Mr. Mattys' retirement from our Board of Directors, effective on such date.

Mr. Reuvers, age 57, will join our company from Integra LifeSciences Holdings Corporation ("Integra"), where he has served as the Executive Vice President and President, Codman Specialty Surgical, since December 2016. His responsibilities within Codman Specialty Surgical included leadership of sales, marketing, product development, regulatory affairs, quality assurance, global service and repair and manufacturing worldwide. He joined Integra in 2008 as Vice President of Marketing and Product Development for Integra's surgical instruments business and was promoted to President of the acute surgical instruments business in June 2010. He was appointed President, Instruments in 2011 and Corporate Vice President and President, International in November 2013. Mr. Reuvers was president of Omni-Tract Surgical from September 2005 until December 2008, when that company was acquired by Integra. Mr. Reuvers has over 30 years of experience in the medical technology field, including holding various executive level positions in sales, marketing and general management.

There are no arrangements or understandings between Mr. Reuvers and any other persons pursuant to which he was appointed our President and Chief Executive Officer or elected as a member of our Board of Directors. There are no family relationships between Mr. Reuvers and any of our directors or executive officers, and Mr. Reuvers does not have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On May 20, 2020, Mr. Reuvers accepted a written offer letter from us establishing his compensation as our President and Chief Executive Officer. Pursuant to the offer letter, Mr. Reuvers' initial compensation will consist of the following:

- An initial annualized base salary of \$550,000 per year, subject to review and increase by the Compensation and Organization Committee of our Board of Directors after 2020 in accordance with its practices.
- If he remains employed through December 31, 2020, Mr. Reuvers will receive an annual cash bonus in an amount equal to 85% of his base salary earned during 2020. Beginning in 2021, Mr. Reuvers will be eligible for participation in our Management Incentive Plan with a target cash award of 85% of his base salary earned during each calendar year.
- Mr. Reuvers will receive equity awards under our 2016 Equity Incentive Plan, to be granted on the second business day following our release of earnings for the second fiscal quarter of 2020:
 - o an equity award of \$742,951, with 50% of such award issued in restricted stock units ("RSUs") and 50% of such award issued in stock options; each RSU and stock option award will vest ratably in three equal amounts on each of the first three anniversaries of the date of grant (subject, in the case of the stock options, to the conditions described below);
 - o in consideration for cash and equity compensation forgone with Mr. Reuvers' current employer, a sign-on equity award of \$675,000 with 50% of such award issued in RSUs and 50% of such award issued in stock options; each RSU and stock option award will vest on June 30, 2021 (subject, in the case of the stock options, to the conditions described below); and
 - all stock options granted to Mr. Reuvers will have an exercise price equal to the closing price of our common stock on the date of grant (the "Closing Price"), and in addition to the time vesting set forth above, all options will require our stock price to exceed 110% of the Closing Price in addition to the time vesting criterion in order to vest.

- Mr. Reuvers will be entitled to participate in all employee benefit plans and programs to the extent that he meets the eligibility requirements for each individual plan or program.
- We will reimburse Mr. Reuvers for up to \$10,000 in legal fees associated with his negotiation of the terms of his employment with us, and we will also reimburse him for up to \$50,000 in reasonable moving expenses under our relocation policy.
- Mr. Reuvers will enter into our standard Confidentiality, Assignment of Intellectual Property and Restrictive Covenants Agreement (the "Restrictive Covenants Agreement"), and then become a CEO-level participant in our Executive Employee Severance Plan (the "Executive Severance Plan").

The foregoing summary of the offer letter does not purport to be complete and is qualified in its entirety by reference to the full text of the offer letter, a copy of which is filed as Exhibit 10.1 to this report and is incorporated herein by reference. A summary of the Executive Severance Plan is included in our Proxy Statement for our 2020 Annual Meeting of Stockholders, which was filed with the Securities and Exchange Commission on March 19, 2020 under "Executive Compensation – Potential Payments Upon Termination or Change in Control – Severance Plan." The Executive Severance Plan was filed as Exhibit 10.2 to our Quarterly Report on Form 10-Q filed November 5, 2018 and is incorporated herein by reference as Exhibit 10.2. A summary of the Restrictive Covenants Agreement is included in our Proxy Statement for our 2020 Annual Meeting of Stockholders, which was filed with the Securities and Exchange Commission on March 19, 2020 under "Executive Compensation – Potential Payments Upon Termination or Change in Control – Severance Plan." The Executive Covenants Agreement is included in our Proxy Statement for our 2020 Annual Meeting of Stockholders, which was filed with the Securities and Exchange Commission on March 19, 2020 under "Executive Compensation – Potential Payments Upon Termination or Change in Control – Severance and Restrictive Covenant Arrangements." The form of Restrictive Covenants Agreement was filed as Exhibit 10.3 to our Quarterly Report on Form 10-Q filed November 5, 2018 and is incorporated herein by reference as Exhibit 10.3.

As previously reported, on January 10, 2020, Gerald R. Mattys informed our Board of Directors of his decision to retire as our Chief Executive Officer, effective no later than December 31, 2020. As a result of Mr. Reuvers' appointment as our President and Chief Executive Officer, Mr. Mattys has provided notice that he will retire as our Chief Executive Officer and an employee of ours, and will retire from his position as a member of our Board of Directors, all effective on June 8, 2020.

Also as previously reported, in order to retain the services of Mr. Mattys following his retirement and ensure a smooth transition, in connection with the transition, we entered into a Transition and Consulting Agreement (the "Consulting Agreement"), dated as of January 10, 2020, with Mr. Mattys that sets forth the terms of Mr. Mattys' employment until his retirement, as well as a consulting arrangement following his retirement. Among other things, the Consulting Agreement provides that, subject to certain conditions, including that Mr. Mattys sign and not rescind certain releases, we will engage Mr. Mattys to provide services to our company as a consultant, beginning on his retirement date (the "Retirement Date") through the earlier of (i) the one year anniversary of the Retirement Date, or (ii) the date we terminate the consulting arrangement for cause or because Mr. Mattys fails to satisfy any of the material conditions identified in Section 5 of the Consulting Agreement (the "Consulting Period"). We will pay Mr. Mattys a consulting fee in the amount of \$35,175 per month during the Consulting Period. We will also pay for premiums for COBRA continuation of health insurance coverage for Mr. Mattys through the earliest of the 18-month anniversary of the Retirement Date, the date Mr. Mattys becomes eligible for group health insurance coverage elsewhere or the date Mr. Mattys is no longer eligible to continue under our group health insurance coverage.

The equity awards held by Mr. Mattys will continue to be governed by the terms and conditions set forth in the applicable award agreements, and the equity awards will continue to vest, through the end of the Consulting Period, so long as Mr. Mattys continues to provide services to our company as provided under the equity awards.

The foregoing summary of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which was filed as <u>Exhibit 10.1</u> to our Current Report on Form 8-K filed with the Securities and Exchange Commission on January 13, 2020 and is incorporated herein by reference as Exhibit 10.4.

Item 7.01 Regulation FD Disclosure.

On May 21, 2020, we issued a press release announcing the leadership transition described in Item 5.02 above. A copy of the press release is attached hereto as Exhibit 99.1.

In accordance with General Instruction B.2 of Form 8-K, the information in this Item 7.01, including Exhibit 99.1, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liability of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933 or the Securities Exchange Act of 1934, except as shall be expressly set forth by specific reference in that filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

EXH	IBLL	IND	ΕX

Exhibit No.	Description
<u>10.1</u>	Offer letter between Daniel L. Reuvers and Tactile Systems Technology, Inc., dated May 20, 2020
<u>10.2</u>	Tactile Systems Technology, Inc. Executive Employee Severance Plan (incorporated herein by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed November 5, 2018)
<u>10.3</u>	Form of Confidentiality, Assignment of Intellectual Property and Restrictive Covenants Agreement (incorporated herein by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed November 5, 2018)
<u>10.4</u>	Transition and Consulting Agreement, dated as of January 10, 2020, by and between Gerald R. Mattys and Tactile Systems Technology, Inc. (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed January 13, 2020)
<u>99.1</u>	Press Release dated May 21, 2020
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TACTILE SYSTEMS TECHNOLOGY, INC.

Date: May 22, 2020

By: /s/ Brent A. Moen

Brent A. Moen Chief Financial Officer





HEALING RIGHT AT HOME

May 20, 2020

Dear Dan:

On behalf of the board of directors of Tactile Systems Technology, Inc., a Delaware corporation (the "*Company*"), I am very excited to offer you employment as the Company's President & Chief Executive Officer. We believe that your rich history and expertise will enable you to provide our employees, patients and shareholders with the leadership necessary to continue our strong growth and take our Company surefootedly into the future. If you accept this employment offer, we anticipate your first day of employment will be June 8, 2020 (your "*Start Date*").

The following is a summary of the key terms of your employment offer:

Position	re	You will be employed by the Company as its President & Chief Executive Officer and will perform such duties and responsibilities as the Company's Board of Directors will assign to you from time to time. Upon the Start Date, we will be appointing you to serve as a member of the Company's Board of Directors.	
Salary:	pı th	Your initial annualized base salary will be \$550,000 per year, payable in accordance with the Company's normal payroll practices and procedures. During each year after the first calendar year of your employment, the Compensation Committee of the Company's Board of Directors (the " <i>Compensation Committee</i> ") may review and increase your base salary in its sole discretion.	
Bonus:	in fo	If you remain employed by the Company through December 31, 2020, you will receive an annual cash bonus (paid at Target) in an amount of 85% of your base salary earned during this calendar year. Beginning 2021 and thereafter, you will be eligible for participation in the Company's Management Incentive Plan with a target cash award of 85% of your base salary earned during each calendar year.	
	1331 TYLER STREET I	NE, STE 200, MINNEAPOLIS, MN 55413 P 612.355.5100 F 612.355.5101 TACTILEMEDICAL.COM	

Equity:	You will receive the following equity awards under the Company's 2016 Equity Incentive Plan (the " <i>Plan</i> "), granted on the second business day following the Company's release of earnings for the second fiscal quarter of 2020:	
	• An equity award of \$1,320,000, multiplied by a fraction, the numerator of which is the number of days from the Start Date through December 31, 2020 and the denominator of which is 366, with 50% of such award issued in restricted stock units (" <i>RSUs</i> ") and 50% of such award issued in stock options. Your stock awards will be based on the fair market value of the Company's common stock as of the grant date. Each RSU covered by such RSU award represents the right to acquire one share of the Company's common stock when the award vests and both the RSU and stock option award will vest ratably in three equal amounts on each of the first three anniversaries of the date of grant.	
	 In consideration for cash and equity compensation foregone with your current employer, a sign-on equity award of \$675,000 with 50% of such award issued in restricted stock units and 50% of such award issued in stock options. Each restricted stock unit covered by such restricted stock unit award represents the right to acquire one share of the Company's common stock when the award vests and will cliff vest on June 30, 2021. Each option covered by such stock option award will cliff vest on June 30, 2021 subject to the conditions in the paragraph below. 	
	All options described in this letter will have an exercise price equal to the closing price of the Company's common stock on the date of grant (the " <i>Closing Price</i> "). In addition to the time vesting set forth above, all options will require the Company's stock price to exceed 110% of the Closing Price once the time vesting criterion is met in order to vest. Copies of the forms of restricted stock unit and stock option award agreements have been provided to you. Each award will be subject to such additional terms and conditions as are specified in the Plan and in the applicable form of award agreement under the Plan.	
	For calendar year 2021 and beyond, you will receive annual equity awards that the Company determines to grant you in such amount, form(s), and mix as the Compensation & Organization Committee shall determine in its sole discretion after giving consideration to annual equity awards granted to Chief Executive Officers in the Company's peer group.	
Benefits:	You will be entitled to participate in all employee benefit plans and programs of the Company to the extent that you meet the eligibility requirements for each individual plan or program. The Company provides no assurance as to the adoption or continuance of any particular employee benefit plan or program, and your participation in any such plan or program will be subject to the provisions, rules and regulations applicable thereto.	
Vacation:	Given the Company's high trust in the integrity of its executive officers, the Company utilizes a reasonable time off policy for its executive officers, with no specified maximum number of vacation days.	
Expenses:	You will be reimbursed for all legitimate and necessary business expenses, including mileage, in accordance with the Company's normal reimbursement policies and procedures. The Company also will reimburse you (or pay your selected legal counsel directly) for up to \$10,000 in legal fees associated with your negotiation of the terms of your employment with the Company, including this letter. Further, you will be reimbursed any reasonable moving expenses under the Company's relocation policy.	

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Executive Severance Plan:	Subject to your execution of the Restrictive Covenants Agreement (defined below) and you otherwise satisfying the conditions to become a participant under the Company's Executive Employee Severance Plan (the <i>"Executive Severance Plan,"</i> a copy of which is enclosed), you will be designated as a CEO-level participant under the Executive Severance Plan. The Company will not modify the Executive Severance Plan in a fashion adverse to you during the two-year period following the Start Date.
Restrictive Covenants Agreement:	As a condition of employment with the Company, and in order for you to become a participant under the Executive Severance Plan, you are required to sign the enclosed Confidentiality, Assignment of Intellectual Property and Restrictive Covenants Agreement (the <i>"Restrictive Covenants Agreement"</i>) on or before your Start Date.

This employment offer is *contingent* upon the following items:

- Ø Your successful completion of the Company's background check, and the Company's obtaining satisfactory results therefrom.
- Ø Your signing and returning the Restrictive Covenants Agreement (defined below) on or before your Start Date.
- Ø Your providing the Company with required valid documents for Employment Eligibility Verification (I-9 form) within three days after your Start Date as required by the Immigration Reform and Control Act of 1986.

To accept the Company's employment offer, please counter-sign below and return this signed letter to me by mail or e-mail before 3:00 p.m. Central Time on May 21, 2020. Acceptance of this offer does not guarantee your employment with the Company as of the Start Date; rather, such employment remains contingent on your satisfaction of the conditions identified above including you signing the Restrictive Covenants Agreement before the Start Date. If you refuse to sign and return the Restrictive Covenants Agreement on or before your Start Date, or otherwise fail to satisfy any of the other conditions identified above, then the Company will not employ you.

By signing below, you confirm that you do not have any type of written or oral non-solicitation or non-competition agreement or any other agreement, which would prevent or restrict you from accepting employment with, or fully performing services for, the Company. You agree that you will not use or disclose confidential information obtained from previous employers during your employment with the Company, unless the information is publicly known or your previous employers have represented to you that you are entitled to use or disclose the information.

We look forward to you joining the Company! If you have any questions regarding this offer, please do not hesitate to contact me.

Daniel L. Reuvers Page 4

I look forward to hearing from you soon, and to welcoming you to the leadership of our Company.

Sincerely,

TACTILE SYSTEMS TECHNOLOGY, INC.

/s/ Peter H. Soderberg	
Peter H. Soderberg	
Chairman of the Board	
I have read and accept the terms of this conditional offer of employment.	
/s/ Daniel L. Reuvers	May 20, 2020
Daniel L. Reuvers	Date

Tactile Systems Technology, Inc. Announces Appointment of Daniel L. Reuvers as President and Chief Executive Officer

MINNEAPOLIS, MN, May 21, 2020 – Tactile Systems Technology, Inc. ("Tactile Medical") (Nasdaq: TCMD), a medical technology company focused on developing medical devices for the at-home treatment of chronic diseases, today announced that Daniel L. Reuvers has been appointed President and Chief Executive Officer, effective June 8, 2020, to succeed Gerald R. Mattys who is retiring, as previously disclosed. Mr. Reuvers will also join the Board of Directors, effective June 8, 2020, filling a seat created by Mr. Mattys' retirement from the Board, effective that same day. Mr. Mattys will serve as a consultant to the Company until June 2021 to ensure a seamless transition.

"After a comprehensive search process which yielded several highly qualified candidates, I am very pleased to announce that the Board of Directors has voted unanimously to appoint Dan Reuvers to the role of President and Chief Executive Officer," said Peter H. Soderberg, Chairman of the Company's Board of Directors. "With more than 30 years of experience in the medical device industry, a proven track record of leading global medical device businesses and company leadership experience with our direct prescriber-to-payer-to-patient business model, we believe Dan is the ideal executive to lead Tactile Medical during its next stage of growth and value creation."

"On behalf of the Board, I would like to express to Jerry our deep gratitude for his 15 years of service to our Company. He has taken us from infancy to a high growth, high performing company that is making a tremendous difference every day in the lives of tens of thousands of patients suffering from chronic swelling conditions such as lymphedema and chronic venous insufficiency. His legacy will be substantial, and we wish him continued personal growth in his retirement."

Mr. Soderberg continued: "Dan comes to us after 12 years with Integra LifeSciences, where he currently serves as EVP and President of Codman Specialty Surgical, Integra's largest business. He led Integra's acquisition and integration of Johnson & Johnson's Codman Neurosurgery business, combining it with Integra's neurosurgery business to create a \$1 billion leader in neurosurgery. Previously, as Corporate Vice President and President of International from 2013 to 2016, Dan was responsible for Integra's \$200 million business outside the United States. Dan joined Integra in 2008 as Vice President of Marketing and Product Development in the Surgical Instruments business and was promoted to President of the Acute Surgical business in 2010. He was appointed President of Integra's Instrument division in 2011. Uniquely, Dan also possesses experience in leading high-growth, medical device companies with business models similar to Tactile Medical. He was President of Advanced Respiratory, Inc., which focused on the at-home treatment of respiratory diseases and conditions. Additionally, for nearly 10 years he served as a Board member at Respirtech, an innovator in home respiratory therapy equipment. We look forward to leveraging his expertise, leadership skills and strategic insight to build upon Tactile Medical's history of growth, profitability and performance."

"I am honored and excited to join the team at Tactile Medical," said Daniel L. Reuvers. "With its clinically proven, at-home treatment options, direct-topatient and -provider business model and strong commercial, reimbursement and payer relations expertise, I believe Tactile Medical is uniquely positioned for continued strong growth in the market for chronic swelling conditions. I look forward to working together with our employees, executive management team and the Board of Directors, to increase the awareness and adoption of our at-home products in the \$5+ billion U.S. lymphedema market for the benefit of both our customers and shareholders."

"I also welcome Dan to the team, am excited about his selection and am confident that Tactile Medical will continue to thrive under his leadership and expertise," said Gerald R. Mattys, Chief Executive Officer of Tactile Medical. "I look forward to working together with Dan to ensure a successful transition."

About Tactile Systems Technology, Inc. (DBA Tactile Medical)

Tactile Medical is a leader in developing and marketing at-home therapy devices that treat chronic swelling conditions such as lymphedema and chronic venous insufficiency. Tactile Medical's Mission is to help people suffering from chronic diseases live better and care for themselves at home. The Company's unique offering includes advanced, clinically proven pneumatic compression devices, as well as continuity of care services provided by a national network of product specialists and trainers, reimbursement experts, patient advocates and clinicians. This combination of products and services ensures that tens of thousands of patients annually receive the at-home treatment necessary to better manage their chronic conditions. Tactile Medical takes pride in the fact that our solutions help increase clinical efficacy, reduce overall healthcare costs and improve the quality of life for patients with chronic conditions.

Legal Notice Regarding Forward-Looking Statements

This release contains forward-looking statements. Forward-looking statements are generally identifiable by the use of words like "may," "will," "should," "could," "expect," "anticipate," "estimate," "believe," "intend," "continue," "confident," "outlook," "guidance," "project," "goals," "plans," "look forward" or "commit" or the negative of these words or other variations on these words or comparable terminology. These include statements regarding the anticipated date of change of the Company's Chief Executive Officer and director position. The reader is cautioned not to put undue reliance on these forward-looking statements, as these statements are subject to numerous factors and uncertainties outside of the Company's control that can make such statements untrue, including, but not limited to, the impact of COVID-19; the adequacy of the Company's liquidity to pursue its business objectives; the Company's ability to obtain reimbursement from third party payers for its products; loss or retirement of key executives, including prior to identifying a successor; the Company's Chief Executive Officer transition, including disruptions and uncertainties related thereto, the Company's ability to appoint a successor with the desired level of experience and expertise in a timely matter, the potential impact on the Company's business and future strategic direction resulting from the transition to a new Chief Executive Officer and the Company's ability to retain other key members of senior management; adverse economic conditions or intense competition; loss of a key supplier; entry of new competitors and products; adverse federal, state and local government regulation; technological obsolescence of the Company's products; technical problems with the Company's research and products; the Company's ability to expand its business through strategic acquisitions; the Company's ability to integrate acquisitions and related businesses; price increases for supplies and components; the effects of current and future U.S. and foreign trade policy and tariff actions; or the inability to carry out research, development and commercialization plans. In addition, other factors that could cause actual results to differ materially are discussed in the Company's filings with the SEC. Investors and security holders are urged to read these documents free of charge on the SEC's website at http://www.sec.gov. The Company undertakes no obligation to publicly update or revise its forward-looking statements as a result of new information, future events or otherwise.

Investor Inquiries: Mike Piccinino, CFA Managing Director Westwicke Partners 443-213-0500 investorrelations@tactilemedical.com