

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): July 6, 2023

Mercury Systems, Inc.

(Exact Name of Registrant as Specified in its Charter)

Massachusetts
(State or Other Jurisdiction
of Incorporation)

000-23599
(Commission File Number)

04-2741391
(IRS Employer
Identification No.)

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

01810
(Zip Code)

Registrant's telephone number, including area code: (978) 256-1300

Not Applicable
(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 (see General Instruction A.2. below):

- 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))

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.

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	MRCY	Nasdaq Global Select Market

Item 1.01 Entry into a Material Definitive Agreement.

On July 6, 2023, Mercury Systems, Inc. (the “Company”) entered into a Voting Agreement (the “Agreement”) with JANA Partners LLC (“JANA”).

Pursuant to the Agreement, the Company has agreed to appoint Scott Ostfeld as a director in Class II of the Company’s Board of Directors (the “Board”) for a term expiring at the Company’s 2023 annual meeting of stockholders (the “2023 Annual Meeting”), subject to completion and satisfaction of customary director onboarding requirements, and to re-nominate Mr. Ostfeld for a three-year term at the 2023 Annual Meeting. In connection with the Agreement, and in accordance with the Bylaws of the Company, the number of Class II director positions has been temporarily increased to five.

JANA agreed to certain voting agreements with respect to the 2023 Annual Meeting. JANA agreed to vote (i) in favor of Gerard J. DeMuro, Roger A. Krone, and Scott Ostfeld for election to the Board, and (ii) in favor of the Board’s recommendation with respect to any amendment to the Company’s stock incentive plan to replenish shares available for grants under that plan; provided, however, that in the event Institutional Shareholder Services Inc. (“ISS”) or Glass Lewis and Co. LLC (“Glass Lewis”) recommends otherwise with respect to such proposal, JANA is permitted to vote in accordance with the ISS or Glass Lewis recommendation.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Agreement, a copy of which is attached hereto as exhibit 10.1 and which is incorporated herein by reference.

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

In accordance with the Agreement, the Board has agreed to appoint Scott Ostfeld, Managing Partner and Portfolio Manager at JANA Partners, as a director in Class II of the Board for a term expiring at the 2023 Annual Meeting, subject to completion and satisfaction of customary director onboarding requirements, and to re-nominate Mr. Ostfeld for a three-year term at the 2023 Annual Meeting. Mr. Ostfeld will serve as a member of the Board’s Human Capital and Compensation and M&A and Finance Committees.

As a new non-employee director, upon his appointment to the Board, Mr. Ostfeld will be granted (i) a cash retainer of \$65,000 per year, paid quarterly in arrears, and (ii) a restricted stock award with a grant date of the date of such appointment, consisting of shares of restricted stock with a value equal to \$225,000 divided by the average closing price of the Company’s common stock during the 30 calendar days prior to the date of grant, and which vests as to 50% of the covered shares on each of the first two anniversaries of the date of grant.

In connection with the previously disclosed retirement of William K. O’Brien from the Board immediately prior to the commencement of the 2023 Annual Meeting (the “Effective Time”), the Board has appointed William L. Ballhaus as Chair of the Board as of the Effective Time. While Mr. Ballhaus serves as Chair and Interim President and Chief Executive Officer, the Board appointed Barry R. Nearhos as lead independent director of the Board as of the Effective Time. Mary Louise Krakauer informed the Board of her decision to retire from the Board as of the Effective Time and in connection with such retirement, the Board has appointed Howard L. Lance as Chair of the Human Capital and Compensation Committee of the Board as of the Effective Time. In connection with Mr. O’Brien and Ms. Krakauer’s resignations, the Board determined that the size of the Board will decrease by two directors, thereby decreasing the number of Class II director positions to three as of the Effective Time.

Item 7.01 Regulation FD Disclosure.

On July 6, 2023, the Company issued a press release relating to the changes to the Board. A copy of the press release is attached as exhibit 99.1 hereto.

The information provided in this Item 7.01 and in the attached exhibit 99.1 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference

in such a filing. This Current Report will not be deemed an admission as to the materiality of any information in this report that is being disclosed pursuant to Regulation FD.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Voting Agreement, dated July 6, 2023, by and between Mercury Systems, Inc. and JANA Partners LLC
99.1	Press Release, dated July 6, 2023, of Mercury Systems, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Forward-Looking Safe Harbor Statement

This Current Report on Form 8-K contains certain forward-looking statements, as that term is defined in the Private Securities Litigation Reform Act of 1995, including those relating to the Company's focus on enhanced execution of the strategic plan under a refreshed Board and leadership team. You can identify these statements by the words "may," "will," "could," "should," "would," "plans," "expects," "anticipates," "continue," "estimate," "project," "intend," "likely," "forecast," "probable," "potential," and similar expressions. These forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those projected or anticipated. Such risks and uncertainties include, but are not limited to, continued funding of defense programs, the timing and amounts of such funding, general economic and business conditions, including unforeseen weakness in the Company's markets, effects of continued geopolitical unrest and regional conflicts, competition, inflation, changes in technology and methods of marketing, delays in completing engineering and manufacturing programs, changes in customer order patterns, changes in product mix, continued success in technological advances and delivering technological innovations, changes in, or in the U.S. government's interpretation of, federal export control or procurement rules and regulations, changes in, or in the interpretation or enforcement of, environmental rules and regulations, market acceptance of the Company's products, shortages in or delays in receiving components, supply chain delays or volatility for critical components such as semiconductors, production delays or unanticipated expenses including due to performance quality issues or manufacturing execution issues, the impact of the COVID-19 pandemic and supply chain disruption, inflation and labor shortages, among other things, on program execution and the resulting effect on customer satisfaction, inability to fully realize the expected benefits from acquisitions, restructurings, and value creation initiatives such as IMPACT, or delays in realizing such benefits, challenges in integrating acquired businesses and achieving anticipated synergies, effects of shareholder activism, increases in interest rates, changes to industrial security and cyber-security regulations and requirements and impacts from any cyber or insider threat events, changes in tax rates or tax regulations, such as the deductibility of internal research and development, changes to interest rate swaps or other cash flow hedging arrangements, changes to generally accepted accounting principles, difficulties in retaining key employees and customers, which difficulties may be impacted by the termination of the Company's announced strategic review initiative, unanticipated challenges with the transition of the Company's Chief Executive Officer and Chief Financial Officer roles, unanticipated costs under fixed-price service and system integration engagements, and various other factors beyond our control. These risks and uncertainties also include such additional risk factors as are discussed in the Company's filings with the U.S. Securities and Exchange Commission, including its Annual Report on Form 10-K for the fiscal year ended July 1, 2022 and subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. The Company cautions readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. The Company undertakes no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made.

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.

Dated: July 7, 2023

MERCURY SYSTEMS, INC.

By: /s/ Christopher C. Cambria
Christopher C. Cambria
Executive Vice President, General Counsel, and Secretary

VOTING AGREEMENT

This agreement, dated July 6, 2023 (this “Agreement”), is by and between Mercury Systems, Inc., a Massachusetts corporation (the “Company”), and JANA Partners LLC, a Delaware limited liability company (“JANA”). The Company and JANA are each herein referred to as a “party” and, collectively, the “parties.” In consideration of and reliance upon the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Board Nomination. In accordance with the Company’s Amended and Restated By-laws and Massachusetts law, substantially concurrently with the execution of this Agreement, the Company’s board of directors (the “Board”) shall take all necessary action to (i) increase the size of the Board to eleven (11) directors, and (ii) appoint Scott Ostfeld as a Class II director to stand for election at the 2023 annual meeting of the Company’s stockholders (including any adjournment, postponement, rescheduling or continuation thereof, the “2023 Annual Meeting”). Promptly following the date of this Agreement, Scott Ostfeld shall complete, execute and deliver to the Company the Company’s 2023 Questionnaire for Directors and Officers and provide such written consents requested by the Company as may be necessary or appropriate for the conduct of the Company’s vetting procedures applicable to directors. As a condition to, and prior to, the appointment of Scott Ostfeld as director, Scott Ostfeld shall have (x) agreed to comply with all policies, codes of conduct, confidentiality obligations and codes of ethics applicable to the Company’s directors, including the Company’s Code of Business Conduct and Ethics, and (y) agreed to provide the information regarding himself that is required to be disclosed for candidates for directors and directors in a proxy statement under the U.S. federal securities laws and/or applicable Nasdaq rules and regulations, and to provide such other information as reasonably requested by the Company. Provided that Scott Ostfeld has been appointed to the Board and is able and willing to continue to serve on the Board, the Company shall include Scott Ostfeld in the Company’s slate of recommended nominees standing for election at the 2023 Annual Meeting and shall recommend, support and solicit proxies for the election of Scott Ostfeld at the 2023 Annual Meeting in the same manner as for the Company’s other nominees at the 2023 Annual Meeting.

2. Voting Agreement. JANA agrees that at the 2023 Annual Meeting, JANA shall cause all shares of the Company’s common stock (any shares of the Company’s common stock, the “Shares”) beneficially owned, directly or indirectly, by it, or by any of its controlled Affiliates or Associates (including all Shares beneficially owned as of the respective record date of the 2023 Annual Meeting), over which it exercises or has voting authority: (A) to be present in person or by proxy for quorum purposes; (B) to be voted in favor of Roger A. Krone, Gerard J. DeMuro, and Scott Ostfeld for election to the Board; and (C) to be voted in favor of the Board’s recommendation with respect to any amendments to the Company’s stock incentive plan to replenish shares available for grants under that plan, provided, however, that in the event Institutional Shareholder Services Inc. (“ISS”) or Glass Lewis & Co. LLC (“Glass Lewis”) recommends otherwise with respect to such proposal, JANA shall be permitted to vote in accordance with the ISS or Glass Lewis recommendation.

3. Miscellaneous. The parties also agree to the miscellaneous provisions set forth on Exhibit A hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date hereof.

MERCURY SYSTEMS, INC.

By: 

Name: William K. O'Brien

Title: Chairman of the Board of Directors

JANA PARTNERS LLC

By: 

Name: Scott Ostfeld

Title: Managing Partner

EXHIBIT A

MISCELLANEOUS

1. Definitions. For purposes of this Agreement:

(a) the terms “Affiliate” and “Associate” shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934, as amended and shall include all persons or entities that at any time prior to the termination of this Agreement become Affiliates or Associates of any applicable person or entity referred to in this Agreement; provided, however, that, for purposes of this Agreement, (i) JANA shall not be an Affiliate or Associate of the Company, and (ii) the Company shall not be an Affiliate or Associate of JANA;

(b) the terms “beneficial owner” and “beneficially own” shall have the respective meanings of such terms under or as used in Rule 13d-3 promulgated by the SEC under the Exchange Act, except that a person shall also be deemed to be the beneficial owner of all Shares that such person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to the exercise of any rights in connection with any securities or any agreement, arrangement or understanding (whether or not in writing), regardless of when such rights may be exercised and whether they are conditional, and all Shares with respect to which such person or any of such person’s Affiliates or Associates has or shares the right to vote or direct the voting of such Shares or has or shares the right to dispose, or to direct the disposition, of such Shares;

(c) the terms “person” or “persons” shall mean any individual or any corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature; and

2. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, (a) when delivered by hand, with written confirmation of receipt; (b) upon sending if sent by electronic mail to the electronic mail addresses below, with confirmation of receipt from the receiving party by electronic mail; (c) one business day after being sent by a nationally recognized overnight courier to the addresses set forth below; or (d) when actually delivered if sent by any other method that results in delivery, with written confirmation of receipt:

if to the Company:	Mercury Systems, Inc. 50 Minuteman Road Andover, Massachusetts 01810 Attention: Christopher C. Cambria, General Counsel Email: Christopher.Cambria@mrcy.com
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with a copy to
(which shall not
constitute
notice):

Latham & Watkins LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Attention: Christopher Drewry, Bradley Faris
Email: christopher.drewry@lw.com, bradley.faris@lw.com

if to JANA:

JANA Partners LLC
767 Fifth Avenue, 8th Floor
New York, New York 10153
Attention: Jennifer Fanjiang
Email: legal@janapartners.com

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

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

3. Specific Performance; Choice of Law; Forum.

(a) This Agreement and any disputes arising out of or related to this Agreement (whether for breach of contract, tortious conduct or otherwise) shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the choice of law principles of such state. Any action to enforce the terms and provisions of this Agreement or relating to the transactions contemplated by this Agreement shall be brought exclusively in the state courts of the Commonwealth of Massachusetts located in Essex County or, if such courts shall not have jurisdiction, any federal court sitting in the Commonwealth of Massachusetts. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the state courts of the Commonwealth of Massachusetts located in Essex County or federal courts sitting in the Commonwealth of Massachusetts in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the federal or state courts located in the Commonwealth of Massachusetts. Each party irrevocably and unconditionally waives any objection to the laying of venue of any litigation, arbitration or other proceeding (any of the foregoing, a "Legal Proceeding") arising out of this Agreement in such courts, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Legal Proceeding brought in any such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law. The parties agree that delivery of process or other papers in connection with any such Legal Proceeding in the manner provided in Section 6 of this Agreement or in such other manner as may be permitted by applicable law shall be valid and sufficient service thereof. FURTHERMORE, EACH OF THE PARTIES HERETO (A) IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY AND

(B) AGREES TO WAIVE ANY BONDING REQUIREMENT UNDER ANY APPLICABLE LAW, IN THE CASE ANY OTHER PARTY SEEKS TO ENFORCE THE TERMS BY WAY OF EQUITABLE RELIEF. In the event that any action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law.

(b) Each party to this Agreement acknowledges and agrees that the other party would be irreparably injured by an actual breach of this Agreement by the first-mentioned party and that monetary remedies may be inadequate to protect either party against any actual or threatened breach or continuation of any breach of this Agreement. Without prejudice to any other rights and remedies otherwise available to the parties under this Agreement, each party shall be entitled to seek equitable relief by way of injunction or otherwise and seek specific performance of the provisions hereof upon satisfying the requirements to obtain such relief without the necessity of posting a bond or other security, if the other party breaches or threatens to breach any provision of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the non-breaching party.

4. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement. The parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

5. Termination. This Agreement shall terminate at the conclusion of the 2023 Annual Meeting. Upon termination, this Agreement shall have no further force and effect. Notwithstanding the foregoing, this Exhibit A shall survive termination of this Agreement and no termination of this Agreement shall relieve any party of liability for any breach of this Agreement arising prior to such termination.

6. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement and shall become a binding agreement when a counterpart has been signed by each party and delivered to the other party, thereby constituting the entire agreement among the parties pertaining to the subject matter hereof. Signatures of the parties transmitted by facsimile, PDF, jpeg, .gif, .bmp or other electronic file shall be deemed to be their original signatures for all purposes and the exchange of copies of this Agreement and of signature pages by facsimile transmission, PDF or other electronic file shall constitute effective execution and delivery of this Agreement as to the parties.

7. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not enforceable by any other persons. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, and any assignment in contravention hereof shall be null and void.

8. No Waiver. No failure or delay by either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

9. Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by an agreement in writing executed by the parties hereto.

FOR IMMEDIATE RELEASE

Mercury Systems Advances Go-Forward Strategic Plan Through Continued Board Refreshment

ANDOVER, Mass. – July 6, 2023 – Mercury Systems, Inc. (NASDAQ: MRCY, www.mrcy.com) (“Mercury” or the “Company”), a technology company that delivers processing power for the most demanding aerospace and defense missions, today announced a continuation of recent actions by the Board of Directors of Mercury (the “Board”) to enhance the execution of the Company’s strategic plan to drive value creation for all stakeholders through Board leadership changes and the appointment of an additional independent director with a shareholder perspective and proven investment track record.

Bill Ballhaus, Mercury’s Interim President and Chief Executive Officer, will assume the role of Chairman of the Board, effective immediately prior to the 2023 Annual Meeting of Shareholders (the “Annual Meeting”). As previously announced, William O’Brien, the Board’s current Chairman, will retire at that time. Mary Louise (ML) Krakauer has decided to retire from the Board, effective immediately prior to the Annual Meeting and as a consequence, Howard Lance will assume the position of Chair of the Human Capital and Compensation Committee at that time.

Consistent with the Board’s ongoing commitment to refreshment, it has appointed Scott Ostfeld - Managing Partner of JANA Partners LLC (“JANA”) - as a Class II director, effective immediately upon conclusion of customary onboarding. Mr. Ostfeld will serve as a member of the Board’s Human Capital and Compensation and M&A and Finance Committees, and as a Board member, will be involved in its CEO search process. JANA is an approximately 8% shareholder of Mercury.

Mr. O’Brien said, “The changes to our Board’s leadership reflect the natural evolution of the Mercury Board to guide the Company’s next chapter. Strengthening our Board with additional operational and financial expertise is also critical to our efforts to enhance value for all our stakeholders, including customers, shareholders and employees. Scott has a thorough understanding of our business, a proven investment record and shares the Board’s vision for moving Mercury forward. He also brings important shareholder perspective that will be immediately additive to the boardroom.”

Mr. Ostfeld said, “I commend the Board for the actions it has taken to set Mercury on the right path and install a refreshed Board and leadership team. JANA believes Jerry DeMuro and Roger Krone are excellent additions to the Board, and will support both nominees at the upcoming annual meeting. I look forward to working with the Board and management to significantly improve execution and deliver tangible results for all shareholders, including by supporting the Board and management with the necessary tools to align equity incentive compensation with shareholder interests.”

Mr. Ballhaus said, “On behalf of my fellow directors, I want to express our deepest appreciation to Bill and ML for their meaningful and countless contributions to Mercury. Each has been a trusted colleague as the Company navigated a challenging environment and has made an immense mark on the organization. I am pleased to continue working with them over the next several months and ensuring a smooth transition.”

As a result of these changes, the Board has approved a reduction by two seats to the Board that will be effective immediately prior to the Annual Meeting. As of the Annual Meeting, the Board will be comprised of nine directors, five of whom will have been appointed to the Board in the past two years.

About Scott Ostfeld

Scott Ostfeld is a Managing Partner and Portfolio Manager at JANA Partners where he has nearly 20 years of experience enhancing value as an engaged shareholder. Prior to joining JANA in 2006, Mr. Ostfeld was at GSC Partners, where he served in their distressed debt private equity group and focused on acquiring companies through the restructuring process and enhancing value as an equity owner. He was previously an investment banker at Credit Suisse First Boston Corporation.

Mr. Ostfeld currently serves on the Board of Directors of TreeHouse Foods. He was previously a director at Conagra Brands, HD Supply until its sale to Home Depot, and Team Health until its sale to Blackstone Group. Mr. Ostfeld serves on the board of Columbia University’s Richman Center for Business, Law and Public Policy. He received a JD from Columbia Law School, where he was a Harlan Fiske Stone Scholar

and a Senior Editor of Columbia Law Review, an MBA, Beta Gamma Sigma, from Columbia Business School, and a BA, magna cum laude, Phi Beta Kappa, from Columbia University.

Mercury Systems – Innovation that Matters[®] by and for People Who Matter

Mercury is a technology company that pushes processing power to the tactical edge, making the latest commercial technologies profoundly more accessible for today's most challenging aerospace and defense missions. From silicon to system scale, Mercury enables customers to accelerate innovation and turn data into decision superiority. Mercury is headquartered in Andover, Massachusetts, and has 24 locations worldwide. To learn more, visit mrcy.com. (Nasdaq: MRCY)

Forward-Looking Safe Harbor Statement

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INVESTOR CONTACT

Nelson Erickson
Senior Vice President, Strategy and Corporate Development
IR@mrcy.com

MEDIA CONTACT

Turner Brinton

Senior Director of Corporate Communications

Turner.Brinton@mrca.com