

**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): November 1, 2024

NATURAL GAS SERVICES GROUP, INC.

(Exact Name of Registrant as Specified in Charter)

1-31398

75-2811855

Colorado
(State or Other Jurisdiction
of Incorporation)

(Commission File Number)

(IRS Employer Identification No.)

**404 Veterans Airpark Lane, Suite 300
Midland, TX 79705**

(Address of Principal Executive Offices)

(432) 262-2700

(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 (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)).

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, Par Value \$0.01	NGS	NYSE

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.

Entry into an Employment Agreement with Ian Eckert as Chief Financial Officer

On November 1, 2024, the Company entered into an employment agreement (the “**Employment Agreement**”) with Ian M. Eckert, age 37, pursuant to which Mr. Eckert will be appointed Chief Financial Officer of the Company. Mr. Eckert will begin his employment on a date that is no later than January 6, 2025 (the “**Effective Date**”).

The following is a summary of the material features of the Employment Agreement and is qualified in its entirety by reference to the full text of it, a copy of which is filed as Exhibit 10.1 to this Report.

Base Salary. Mr. Eckert’s initial annual base salary is \$415,000 (“**Base Salary**”) and will be reviewed at least annually by the Company’s Board of Directors (“**Board**”). The Company does not have any obligation to increase or decrease the Base Salary.

Bonus. In connection with execution of the Employment Agreement, Mr. Eckert will receive a one-time cash signing bonus of \$50,000 payable upon the first regular payroll after the Effective Date. The signing bonus is subject to clawback if, within eighteen (18) months of the Effective Date, Mr. Eckert terminates his employment without Good Reason or the Company terminates his employment for Cause (as defined in the Employment Agreement). In addition, for calendar year 2024, Mr. Eckert’s cash bonus will be \$200,000. After 2024, Mr. Eckert will have the opportunity to earn incentive compensation in the form of an annual cash bonus based on performance thresholds and metrics established by the Board or Compensation Committee of the Board. For 2025, the target bonus amount is 75% of his Base Salary.

Equity Compensation. During his employment, Mr. Eckert will be eligible to participate in the Company’s 2019 Equity Incentive Plan, or any successor plan (the “**Plan**”). For the remainder of calendar year 2024 and for 2025, Mr. Eckert will receive a restricted stock unit (“**RSU**”) award valued at 50% of Base Salary and a performance share units (“**PSU**”) award valued at 50% of Base Salary. The RSU will vest in three equal annual installments beginning on the first anniversary of the Effective Date. The PSU will vest based on total shareholder return metrics to be set by the Compensation Committee. Both of the RSU and PSU awards will be subject to Mr. Eckert’s continuous employment with the Company and other customary provisions to be set forth in an award agreement under the Company’s Plan.

Benefits. The Company will provide Mr. Eckert retirement and other employee benefits as are customarily provided to similarly situated executives of the Company, including paid vacation, coverage under the Company’s medical plan and reimbursement for all reasonable business expenses in accordance with the Company’s expense reimbursement policy.

Term and Termination. The initial term of the Employment Agreement is for one year from the Effective Date. The initial term automatically extends for additional one-year periods unless either party gives notice not to renew at least 60 days prior to the end of the initial or any renewal term. The Company or Mr. Eckert may terminate the Agreement at any time upon written notice.

Effect of Termination; Severance.

If Mr. Eckert’s employment is terminated by the Company (A) without cause (as defined in the Employment Agreement) or (B) failure by the Company to renew the agreement upon the expiration of any given one-year term, or if Mr. Eckert terminates his employment with good reason (as defined in the Employment Agreement), the Employment Agreement provides that he will receive (i) payment in a lump sum of accrued but unpaid salary and vacation time, (ii) any earned but unpaid bonus, (iii) unreimbursed business expenses and (iv) any such other benefits (including equity compensation) to which he may be entitled to under any employee benefit plan as of the date of termination (collectively, the “**Accrued Amounts**”). In addition, he will receive a severance payment (i) ranging between 12 to 18 months of his Base Salary (depending on the nature of the termination event), payable over 12 to 18 months and (ii) the Company will pay COBRA continuation coverage for up to twelve (12) months following his termination.

In the event of a termination of employment (i) by the Company for cause, (ii) by Mr. Eckert without good reason, or (iii) in the case of death or disability, Mr. Eckert will be entitled to the Accrued Amounts but will not be entitled to any severance.

Clawbacks. Mr. Eckert’s incentive compensation will be subject to clawback regulations in effect under applicable law or applicable stock exchange listing standards.

Non-Compete and Other Agreements.

In connection with the Employment Agreement, Mr. Eckert also executed a Non-Compete Agreement and Proprietary Rights Agreement that contain customary non-compete, confidentiality and non-solicitation provisions, along with proprietary rights ownership of work product in favor of the Company.

The non-compete provision prohibit Mr. Eckert from engaging in competitive activity in a defined geographic area for a period of either (i) 12 months immediately following the termination of his employment connection with a termination by Mr. Eckert for Good Reason or by the Company without Cause or on account of the Company's failure to renew the Employment Agreement, or (ii) 24 months immediately following the termination of employment with the Company in connection with a termination by Mr. Eckert without Good Reason or by the Company with Cause. The non-solicitation provisions prohibit Mr. Eckert from soliciting for employment any employee of the Company or any person who was an employee of the Company. This prohibition applies while Mr. Eckert is employed by the Company and for the same applicable period of time as the non-compete provision after termination of his employment.

Since June 2023, Mr. Eckert has been employed as Vice President, Corporate Controller and Chief Accounting Officer of Alamo Group Inc., a public company traded on the NYSE which manufactures equipment used in the industrial, vegetation, and agricultural markets. Prior to joining Alamo Group, from 2020 to 2023, Mr. Eckert served as Vice President, Finance for AMETEK Inc.'s Electron Microscopy Technologies business based in Pleasanton, California, a public company traded on the NYSE:AME. Prior to 2020, Mr. Eckert held controllership, financial planning and analysis and strategy roles progressing in responsibility at Howmet Aerospace Inc. (formerly Alcoa Inc.). Mr. Eckert holds a B.S. in Finance from Indiana University and an MBA from Carnegie Mellon University.

Status of our Interim Chief Financial Officer

John Bittner, our Interim Chief Financial Officer, whose services we have contracted for with Accordion Partners LLC, a financial consulting firm, will continue in his current capacity until Mr. Eckert assumes his duties as our permanent Chief Financial Officer on the Effective Date. We may continue to engage Mr. Bittner through Accordion Partners to provide transition services for a short period of time after the Effective Date.

Item 8.01 Other Events

On November 7, 2024, the Company issued a press release announcing the appointments of Mr. Eckert as its Chief Financial Officer. A copy of this press release is filed herewith as Exhibit 99.1 and is hereby incorporated by reference.

The press release filed herewith as Exhibit 99.1 is being furnished and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liability under that section, and it shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are included with this Current Report on Form 8-K:

Exhibit No.	
10.1	Employment Agreement between Ian M. Eckert and Natural Gas Services Group, Inc. dated November 1, 2024.
99.1	Press Release Addition of a New Director to its Board of Directors November 1, 2024
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.

NATURAL GAS SERVICES GROUP, INC.

Date: November 1, 2024

By: /s/ Justin C. Jacobs
Justin C. Jacobs
Chief Executive Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made and entered into as of November 1, 2024 (the “Agreement Date”), by and between Ian M. Eckert (the “Executive”) and Natural Gas Services Group, Inc., a Colorado corporation (the “Company”).

RECITALS

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. Subject to Section 5 of this Agreement:

1.1 The Executive's initial term of employment shall commence on January 6, 2025 (the “Effective Date”) hereunder shall be from the period beginning on the Effective Date through the one (1) year anniversary of the Effective Date (the “Initial Term”).

1.2 Thereafter, the Agreement shall be deemed to be automatically extended, upon the same terms and conditions, for successive periods of one (1) year, unless either party provides written notice of its intention not to extend the term at least 60 days prior to the end of the Initial Term or one-year extension thereof. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the “Employment Term.”

2. Position and Duties.

2.1 Position. During the Employment Term, the Executive shall serve as the Chief Financial Officer of the Company, reporting to the Chief Executive Officer (the “CEO”), or such other person as the CEO or the Board of Directors of the Company (the “Board”) may determine in its discretion. In such position, the Executive shall have such duties, authority, and responsibilities as determined by the CEO.

2.2 Duties. During the Employment Term, the Executive shall devote substantially all of the Executive's business time and attention to the performance of the Executive's duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board. Prior to execution of this Agreement, Executive has disclosed in writing to the Company any such conflicts that exist at the time of execution.

3. Place of Performance. The principal place of Executive's employment shall be the Company's principal executive office, currently located in Midland, Texas (the “Executive

Office”) provided that, the Executive may be required to travel on Company business during the Employment Term. Notwithstanding the foregoing, for up to twelve (12) months following the Agreement Date, Executive may maintain his place of residence outside of the area immediately surrounding the Executive Office so long as he is available to work from the Executive Office at least four (4) days per week except when traveling on Company business or as otherwise agreed to by the CEO. Executive shall not be entitled to any Company-paid or reimbursement for commuting or living expenses.

4. Compensation.

4.1 (a) Base Salary. The Company shall pay the Executive an annual rate of base salary of \$415,000 in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Executive's base salary shall be reviewed at least annually by the Board during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as “Base Salary.”

(b) Signing Bonus. The Company shall pay Executive:

(i) a one-time cash signing bonus of \$50,000 in the first regular payroll after the Effective Date, and

(ii) with respect to the payment, Executive shall repay the gross amount of the \$50,000 signing bonus set forth in 4.1(b)(i) if, within eighteen (18) months of the Effective Date, the Executive terminates the Executive's employment without Good Reason (as defined below) or the Company terminates the Executive's employment for Cause (as defined below).

4.2 Annual Bonus.

(a) For each calendar year ending during the Employment Term, the Executive shall be eligible to receive an annual bonus (the “Annual Bonus”) in accordance with the Company's Annual Incentive Bonus Plan, or any successor plan applicable to the Company's executive officers. The decision to provide any Annual Bonus and the amount and terms of any Annual Bonus shall be in the sole and absolute discretion of the Board or the Compensation Committee of the Board (the “Compensation Committee”).

(b) Except as otherwise provided in Section 5, (i) the Annual Bonus will be subject to the terms of the Company annual bonus plan under which it is granted and (ii) in order to be eligible to receive an Annual Bonus, the Executive must be employed by the Company on the last day of the applicable calendar year. For calendar year 2024, Executive's cash bonus shall be \$200,000. For calendar year 2025, Executive's cash bonus target will be 75% of Base Salary.

4.3 Equity Awards. During the Employment Term, the Executive shall be eligible to participate in the Company's 2019 Equity Incentive Plan, or any successor plan (the “Equity Plan”), subject to the terms of such Equity Plan and as determined by the Board or the

Compensation Committee, in its discretion and reflected in the applicable award agreement accompanying each award under the Equity Plan (each an “Award Agreement”). For the remainder of calendar year 2024 and for 2025, Executive will be granted on the Effective Date (also referred to herein as the “Award Date”) a restricted stock unit (“RSU”) award valued at 50% of Base Salary and a performance stock unit (“PSU”) award valued at 50% of Base Salary.

(a) **RSU Award.** The number of RSUs awarded will be determined by dividing the value of the RSU award by the closing sale price of one share of the Company’s common stock as reported on the New York Stock Exchange on the Award Date (the “RSU Award”). The RSU Award will vest in one-third annual installments beginning on the first anniversary of the Award Date and be subject to such other terms as set forth in the Award Agreement.

(b) **PSU Award.** The opportunity to earn a number of PSUs awarded for the remainder of calendar year 2024 and for 2025 (the “PSU Award”) will be determined by dividing the value of the PSU award by the closing sale price of one share of the Company’s common stock as reported on the New York Stock Exchange on the Award Date. The PSU Award shall be set forth in an Award Agreement, and the number of shares underlying the award shall vest in the amounts set forth in the Award Agreement.

(c) **Delivery of Award Agreements.** The Award Agreements for the RSU Award and PSU Award will be delivered to the Executive in early 2025 in connection with the Compensation Committee’s annual equity grants.

4.4 **Fringe Benefits and Perquisites.** During the Employment Term, the Executive shall be entitled to fringe benefits and perquisites consistent with those provided to similarly situated executives of the Company.

4.5 **Employee Benefits.** During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, “Employee Benefit Plans”), on a basis which is no less favorable than is provided to other similarly situated executives of the Company, to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or terminate any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

4.6 **Vacation; Paid Time Off.** During the Employment Term, the Executive shall be entitled to four weeks of paid vacation days per calendar year (prorated for partial years) in accordance with the Company’s vacation policies, as in effect from time to time. The Executive shall receive other paid time off in accordance with the Company’s policies for executive officers as such policies may exist from time to time and as required by applicable law. In compliance with Company policy, vacation shall be taken during the year that it is awarded and shall not be carried-over or accrued beyond the current year.

4.7 **Business Expenses.** The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by

the Executive in connection with the performance of the Executive's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

4.8 Indemnification. The Company shall indemnify and hold the Executive harmless to the fullest extent applicable to any other officer or director of the Company subject to applicable law and the Company's Bylaws for acts and omissions in the Executive's capacity as an officer and employee of the Company.

4.9 Clawback Provisions. Any amounts payable under this Agreement are subject to any policy (whether in existence as of the Agreement Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to the Executive. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

5. Termination of Employment. In addition to the rights of the parties set forth herein, the Employment Term and the Executive's employment hereunder may be terminated by either the Company or the Executive at any time and for any reason or for no particular reason in accordance with Section 1.2 or this Section 5. Upon termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this Section 5 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 By Company For Cause or By Executive Without Good Reason.

(a) The Executive's employment hereunder may be terminated by the Company for Cause or by the Executive without Good Reason and the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary and accrued but unused vacation/paid time off which shall be paid within six calendar days following the date of the Executive's termination, or at the next regular pay period following the date of the Executive's resignation;

(ii) any earned but unpaid Annual Bonus with respect to any completed calendar year immediately preceding the date of the Executive's termination, which shall be paid on the otherwise applicable payment date except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement; provided that, if the Executive's employment is terminated by the Company for Cause, then the Executive understands and acknowledges that any such earned but unpaid Annual Bonus shall be forfeited;

(iii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iv) such employee benefits (including equity compensation), if any, to which the Executive may be entitled under the Company's employee benefit plans as of the date of the Executive's termination; provided that, in no event shall the Executive be entitled to any

payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iv) are referred to herein collectively as the “Accrued Amounts.”

(b) For purposes of this Agreement, “Cause” shall mean:

(i) The Executive’s willful or malicious acts or omissions that causes direct harm or damage to the Company, another employee, or a third party entity or individual, in the Executive’s capacity as an employee of the Company;

(ii) the Executive’s willful failure to perform the Executive’s duties (other than any such failure resulting from incapacity due to physical or mental illness);

(iii) the Executive’s willful failure to comply with any valid and legal directive of the Board or the person to whom Executive reports;

(iv) the Executive’s engagement in dishonesty, illegal conduct, or misconduct, which is, in each case, injurious to the Company or its affiliates, as reasonably determined by the Board;

(v) the Executive’s embezzlement, misappropriation, or fraud, whether or not related to the Executive’s employment with the Company;

(vi) the Executive’s conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vii) the Executive’s material violation of the Company’s written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct;

(viii) the Executive’s material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company; or

(ix) the Executive’s engagement in conduct that brings or is reasonably likely to bring the Company negative publicity or into public disgrace, embarrassment, or disrepute.

For purposes of this provision, none of the Executive’s acts or failures to act shall be considered “willful” unless the Executive acts, or fails to act, in bad faith or without reasonable belief that the action or failure to act was in the best interests of the Company. The Executive’s actions, or failures to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be in good faith and in the best interests of the Company.

Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, the Executive shall have 10 business days from the delivery of written notice by the Company within which to cure any acts constituting Cause.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the Employment Term without the Executive's prior written consent:

(i) a material reduction in the Executive's Base Salary other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;

(ii) a relocation of the Executive's principal place of employment by more than 100 miles (other than as described in Section 5.1(c)(iii));

(iii) if, by the date which is 330 calendar days following the commencement of the Executive's employment, the Company has failed to offer the Executive the opportunity to work (as the Executive's principal place of employment) at a Company office located in the metropolitan areas of Dallas-Fort Worth, Houston, or any similar major metropolitan area within Texas; or

(iv) any material breach by the Company of any material provision of this Agreement.

To terminate the Executive's employment for Good Reason, the Executive must provide written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the initial existence of such grounds and the Company must have at least 30 days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate the Executive's employment for Good Reason within 60 days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived the Executive's right to terminate for Good Reason with respect to such grounds.

5.2 Expiration of Term, Termination by Company Without Cause or Termination by Executive for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause or on account of the Company's failure to renew the Agreement in accordance with Section 1. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts and subject to the Executive's compliance with Section 6 of this Agreement and the Executive's execution, within 21 days following receipt, of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the "Release"), the Executive shall be entitled to receive the following:

(a) equal installment payments payable in accordance with the Company's normal payroll practices, but no less frequently than monthly, which are in the aggregate equal to 12 months of the Executive's Base Salary for the year in which the date of the Executive's

termination occurs, or 18 months in the case of Section 5.1(c)(iii), which shall begin upon the lapse of any and all legal revocation period relating to the Release and continue until the 1st anniversary of the Executive's date of termination; and

(b) If the Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive for the Executive and the Executive's dependents. Such reimbursement shall be paid to the Executive no later than the 15th day of the month immediately following the month in which the Executive timely remits the premium payment and proof thereof. The Executive shall be eligible to receive such reimbursement until the earliest of: (i) the 12-month anniversary of the date of the Executive's termination; (ii) the date the Executive is no longer eligible to receive COBRA continuation coverage; or (iii) the date on which the Executive becomes eligible to receive health insurance coverage from another employer or other source. Notwithstanding the foregoing, if the Company's making payments under this Section 5.2(c) would violate the nondiscrimination rules applicable to non-grandfathered, insured group health plans under the Affordable Care Act (the "ACA"), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder, the parties agree to reform this Section 5.2(c) in a manner as is necessary to comply with the ACA.

5.3 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts in accordance with Section 5.1.

(c) For purposes of this Agreement, "Disability" shall mean the Executive's inability, due to physical or mental incapacity, to perform the essential functions of the Executive's job, with or without reasonable accommodation, for one hundred twenty (120) consecutive days. Any question as to the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement.

5.4 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.3(a) on account of the Executive's death) shall be communicated by written notice of termination ("Notice of Termination") to the other party hereto in accordance with Section 18. The Notice of Termination shall specify:

- (a) the termination provision of this Agreement relied upon;
- (b) if notice of termination is provided by the Company, then a written notice of termination is to be sent to the Executive at any time and with or without reason; and
- (c) if notice of termination is provided by the Executive, then the Executive understands and agrees as a courtesy to send a 30-day written termination notice prior to his intended last day of employment to the Company's Board of Directors.

5.5 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the Board (or a committee thereof) of the Company or any of its affiliates.

6. Confidential Information and Restrictive Covenants. As a condition of the Executive's employment with the Company, the Executive shall enter into and abide by the Company's Employee Non-Compete Agreement and Proprietary Rights Agreement.

7. Arbitration/Prevailing Party Recovery of Attorney's Fees. Any dispute, controversy, or claim arising out of or related to the Executive's employment by the Company, or termination of employment, including but not limited to claims arising under or related to this Agreement or any breach of this Agreement, and any alleged violation of federal, state, or local statute, regulation, common law, or public policy, shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by the American Arbitration Association and shall be conducted in the county of the Company's principal executive office consistent with the rules of the American Arbitration Association in effect at the time the arbitration is commenced. Any arbitral award determination shall be final and binding upon the parties. The Parties agree that the prevailing party of the Arbitration shall recover its or his attorney's fees.

8. Governing Law, Jurisdiction, and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Texas without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state and county of the Company's principal executive office. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

9. Stock Ownership Requirements. During the Employment Term, the Executive shall be expected to comply with the Company's stock ownership guidelines, as same may be amended from time to time by the Company.

10. Entire Agreement. Unless specifically provided herein, this Agreement, together with the Employee Non-Compete Agreement and Proprietary Rights Agreement, contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

11. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and by the Chief Executive Officer or the Chairperson of the Compensation Committee of the Board. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

12. Severability. Should any provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

13. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

14. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15. Section 409A.

15.1 General Compliance. This Agreement is intended to comply with Section 409A of the Code and the treasury regulations promulgated thereunder (“Section 409A”) or an exemption thereunder and shall be construed and administered in accordance with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any nonqualified deferred compensation payments under this Agreement that may be excluded from Section 409A either as “separation pay” due to an involuntary separation from service or as a “short-term deferral” shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment and any right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a “separation from service” under Section 409A. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of Executive’s execution of a release, directly or indirectly, result in Executive designating the calendar year of payment of any deferred compensation subject to Section 409A, and if a payment subject to Section 409A is subject to execution of a release and could be made in more than one taxable year, payment of such an amount shall be made in the later taxable year. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

15.2 Specified Employees. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with the Executive's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the date of the Executive's termination or, if earlier, on the Executive's death (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

15.3 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following, subject to proof thereof:

(a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(b) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

16. Cooperation. The parties agree that certain matters in which the Executive will be involved during the Employment Term may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Board, the Executive shall cooperate with the Company in connection with matters arising out of the Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for reasonable expenses incurred in connection with such cooperation and, to the extent that the Executive is required to spend substantial time on such matters, the Company shall compensate the Executive at an hourly rate based on the Executive's Base Salary on the Termination Date.

17. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

18. Notice. Notices and all other communications provided for in this Agreement shall be given in writing by personal delivery, electronic delivery, or by registered mail to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Company:

Natural Gas Services Group, Inc.
404 Veterans Airpark Lane, Suite 300
Midland, TX 79705
Attention: Chief Executive Officer
Email: justin.jacobs@ngsgi.com

with a copy (which will not constitute notice hereunder) to:

Jones & Keller, P.C.
1675 Broadway, 26th Floor
Denver, CO 80202
Attention: David Thayer, Esq.

If to the Executive:

Ian M. Eckert
[Redacted]
[Redacted]
Email: [Redacted]

19. Representations of the Executive. The Executive represents and warrants to the Company that:

The Executive's acceptance of employment with the Company and the performance of the Executive's duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which the Executive is a party or is otherwise bound.

The Executive's acceptance of employment with the Company and the performance of the Executive's duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer or third-party.

20. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

21. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

22. Acknowledgement of Full Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

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

NATURAL GAS SERVICES GROUP, INC.

By: /s/ Justin C. Jacobs

Name: Justin C. Jacobs

Title: Chief Executive Officer

EXECUTIVE

/s/ Ian M. Eckert

Ian M. Eckert



Natural Gas Services Group, Inc. Announces the Appointment of Chief Financial Officer

Midland, Texas, Nov. 7, 2024 -- Natural Gas Services Group, Inc. ("NGS" or the "Company") (NYSE: NGS), a leading provider of natural gas compression equipment, technology, and services to the energy industry, announced today that Ian Eckert will join the company's executive leadership team as its new Chief Financial Officer no later than January 6, 2025. John Bittner, NGS's current Interim CFO, will continue in that role until Mr. Eckert's start date and then provide transition services thereafter.

"I am thrilled to welcome Ian to the NGS leadership team as our Chief Financial Officer and look forward to his contributions," stated Justin Jacobs, Chief Executive Officer of NGS. "Ian brings a valuable combination of experiences to the CFO role, encompassing financial acumen, public company accounting, strategy, operational improvement, and acquisition integration. I look forward to working with Ian to continue to create meaningful value for NGS shareholders. I would also like to take this opportunity to thank John Bittner and his colleagues at Accordion who have worked with NGS over the past year and been instrumental in our success."

"I am excited about the opportunity to contribute to the continued growth and success of NGS, and I am eager to bring my experience and dedication to the CFO position," stated Mr. Eckert. "I am impressed by the vision for the organization and commitment to driving value for shareholders. I look forward to collaborating with the leadership team to continue to drive growth and provide best-in-class natural gas compression services to NGS customers."

Since June 2023, Mr. Eckert has been employed at Alamo Group Inc., a public company traded on the NYSE which manufactures equipment used in the industrial, vegetation, and agricultural markets; he currently serves as Chief Accounting Officer, Vice President, and Corporate Controller. Prior to joining Alamo Group, from 2020 to 2023, Mr. Eckert served as Vice President, Finance for AMETEK Inc.'s Electron Microscopy Technologies business based in Pleasanton, California, a public company traded on the NYSE:AME. Prior to 2020, Mr. Eckert held controllership, financial planning and analysis, and strategy roles progressing in responsibility at Howmet Aerospace Inc. (formerly Alcoa Inc.). He started his professional career at Lafarge. Mr. Eckert holds a B.S. in Finance from Indiana University and an MBA from Carnegie Mellon University.

About Natural Gas Services Group, Inc. (NGS): NGS is a leading provider of natural gas compression equipment, technology, and services to the energy industry. The Company manufactures, fabricates, rents, sells, and maintains natural gas compressors for oil and natural gas production and plant facilities. NGS is headquartered in Midland, Texas, with a fabrication facility located in Tulsa, Oklahoma, a rebuild shop located in Midland, Texas, and service facilities located in major oil and natural gas producing basins in the U.S. Additional information can be found at www.ngsgi.com.

Forward-Looking and Cautionary Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements involve a wide variety of risks and uncertainties, and include, without limitations, statements with respect to the Company's strategy and prospects. Such statements are subject to certain risks and uncertainties which are disclosed in the Company's reports filed with the SEC, including its Form 10-K for the fiscal year ended December 31, 2023 and its other filings with the SEC. Readers and investors are cautioned that the Company's actual results may differ materially from those described in the forward-looking statements due to a number of factors, including, but not limited to, fundamentals of the compression industry and related oil and gas industry, compressor demand assumptions, overall industry outlook, the ability of the Company to capitalize on any potential opportunities and general economic conditions.

For More Information, Contact:
Anna Delgado, Investor Relations
(432) 262-2700
ir@ngsgi.com www.ngsgi.com