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 9, 2026

NOMAD POWER SOLUTIONS, INC.
(Exact name of registrant as specified in its charter)

DELAWARE	001-39717	20-2903526
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

433 Plaza Real, Suite 275
Boca Raton, Florida 33432
(Address of principal executive offices)

(631) 830-7092
(Registrant's telephone number, including area code)

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 of 1933 (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(e) 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 $0.0001 per share	NMAD	The NASDAQ Stock Market, LLC

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.

(b) Departure of Chief Executive Officer

On November 9, 2026, Geordan Pursglove stepped down as Chief Executive Officer of Nomad Power Solutions, Inc. (the "Company"). He also resigned as a member of the Company's Board of Directors (the "Board") and from all officer and director positions with the Company's subsidiaries and affiliates, effective on the same date. Mr. Pursglove's departure was not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

(e) Separation Agreement

In connection with Mr. Pursglove's departure, the Company and Mr. Pursglove entered into a Separation Agreement dated November 9, 2026 (the "Separation Agreement"). The Separation Agreement supersedes his employment agreement with the Company dated June 16, 2025 (the "Employment Agreement"), except as described below. Under the Separation Agreement, Mr. Pursglove will receive the following:

Severance Payment. He will receive a cash severance payment of $600,000, payable in full upon execution of the Separation Agreement.

Consulting Arrangement and RSU Grant. After the Termination Date, Mr. Pursglove will serve the Company as an independent consultant through January 31, 2027 (the "Consulting Period"). During that period, he will be reasonably available for up to 80 hours per month. His transition services include transferring knowledge and pending matters to his successor, introducing successor personnel to key customers, vendors, investors, lenders and regulators, and helping prepare the Company's periodic reports, earnings materials and certifications for periods ending December 31, 2026. As sole compensation for these services, the Board or its Compensation Committee granted him 1,500,000 restricted stock units ("RSUs") under the Company's 2020 Stock Incentive Plan, effective as of the first day of the Consulting Period. The RSUs will vest in full on January 31, 2027, subject to his continued provision of transition services through that date.

In exchange for these benefits, Mr. Pursglove gave the Company and its affiliates a general release of claims. He remains bound by the non-competition and non-solicitation provisions in Section 8 of the Employment Agreement. The Separation Agreement also includes confidentiality and mutual non-disparagement covenants.

This summary of the Separation Agreement is not complete. It is qualified in its entirety by the full text of the Separation Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Contemporaneous with Mr. Pursglove's resignation, the Company entered into a Consulting Agreement (the "Consulting Agreement") with Michael Hilmer, effective as of November 9, 2026. Under the Consulting Agreement, Mr. Hilmer will provide certain consulting services to the Company. These services include developing the Company's budget and go-to-market strategy, analyzing the Company's organizational readiness, and initiating and maintaining communications with bankers, funding partners and analysts about the Company's vision for 2027.

On November 9, 2026 (the "Appointment Date"), the Board of Directors of the Company (the "Board") elected Mr. Hilmer as a member of the Board, effective immediately. On the same date, the Board appointed Mr. Hilmer as the non-employee Executive Chairman of the Board. As Executive Chairman, Mr. Hilmer will lead the Board in carrying out its responsibilities. He will also work with the Board to develop and implement the Company's strategic plan and perform other duties customary for the role. Mr. Hilmer has not been appointed to any committee of the Board at this time.

Under the Consulting Agreement, Mr. Hilmer receives a consulting fee of $20,000 per month, which the Company may review and adjust periodically at its discretion. The Company will reimburse Mr. Hilmer for reasonable business expenses under its expense reimbursement policies. The engagement renews month to month at the Company's discretion. Either party may terminate it on not less than ten business days' notice. If the engagement ends partway through a month, Mr. Hilmer will be paid the pro-rata for services completed through the termination date. Mr. Hilmer serves as an independent contractor and is not eligible for employee benefits. The Company has agreed to indemnify Mr. Hilmer, in his capacity as a consultant and, from the Appointment Date, as a director and Executive Chairman, to the fullest extent permitted under the Delaware General Corporation Law. The Company has also agreed to maintain appropriate directors' and officers' liability insurance coverage. The Consulting Agreement includes customary confidentiality, conflict of interest and insider trading acknowledgment provisions.

Other than the Consulting Agreement, there is no arrangement or understanding between Mr. Hilmer and any other person under which he was selected as a director or Executive Chairman. Mr. Hilmer has no family relationship with any director or executive officer of the Company. Other than the Consulting Agreement, Mr. Hilmer has no direct or indirect material interest in any transaction required to be disclosed under Item 404(a) of Regulation S-K.

This summary of the Consulting Agreement is not complete and is qualified in its entirety by the full text of the Consulting Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On November 9, 2026, Nomad Power Solutions, Inc., (the "Company"), issued a press release announcing the resignation of Chief Executive Officer and Chairman of the Board of Directors, Geordan Pursglove and the engagement of Michael Hilmer as a consultant to the Company.

The information in this Report, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed "filed" for the 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 subject to the requirements of Item 10 of Regulation S-K, nor shall it be deemed incorporated by reference into any filing of the Company under the Securities Act or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing. The furnishing of this information hereby shall not be deemed an admission as to the materiality of any such information.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits. The following exhibits are filed herewith.

Exhibit Number	Description
10.1	Separation Agreement between Geordan Pursglove and Nomad Power Solutions, Inc., dated November 9, 2026
10.2	Consulting Agreement between Michael Hilmer and Nomad Power Solutions, Inc. dated November 9, 2026
99.1	Press Release dated November 9, 2026
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.

Date: November 10, 2026

NOMAD POWER SOLUTIONS, INC.
(Registrant)

By: */s/ Michael Hilmer*
Michael Hilmer
Chief Executive Officer

Exhibit 10.1

SEPARATION AGREEMENT

This Agreement is made as of November 6 2026 (hereinafter referred to as the "Agreement"), confirms the terms of the termination of employment of Geordan Pursglove, residing at ("Employee") with Nomad Power Solutions, Inc., a Delaware corporation with principal offices located at 433 Plaza Real, Suite 275, Boca Raton, Florida 33432 (the "Company" and together with Employee, the "Parties").

WHEREAS, Employee has been employed with the Company pursuant to an employment agreement dated June 16, 2025 (the "Employment Agreement"); and

WHEREAS, the Parties now desire to resolve amicably all outstanding disputes, issues, rights and obligations by and between them and to embody those understandings in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the representations, promises and obligations herein contained, the parties hereto agree as follows:

1. The parties agree that Employee's employment with the Company will cease as of November 6, 2026 (the "Termination Date") and that Employee is no longer an employee, officer or director of the Company and any of its subsidiaries and affiliates as of the Termination Date, and that this Agreement supersedes any employment or other agreement with respect to your employment by the Company and your rights upon termination thereof.

2. The Company agrees to pay Employee the following amounts. The amounts set forth in Sections 2(b) through 2(d) shall constitute consideration for the promises, covenants and the waiver and release contained in this Agreement. The Equity Compensation set forth in Section 2(a) is granted solely as compensation for the Transition Services to be performed by Employee as an independent consultant during the Consulting Period pursuant to Section 5 below, and is not granted as severance, as consideration for the waiver and release contained in this Agreement, or on account of Employee's prior employment with the Company:

    a. Equity Compensation: 1,500,000 Restricted Stock Units granted under the Company's 2020 Stock Incentive Plan (the "Plan") to Employee in Employee's capacity as a consultant to the Company (the "RSU's"), solely in consideration for the Transition Services to be provided during the Consulting Period pursuant to Section 5 below. The RSU's shall be granted by the Board of Directors of the Company or its Compensation Committee effective as of the first day of the Consulting Period, shall be evidenced by a restricted stock unit award agreement in the Company's standard form for consultants, and, subject to Employee's continuous provision of the Transition Services through such date, will vest in full on January 31, 2027, upon completion of the Transition Services. For the avoidance of doubt, such RSUs described in Section 2(a) shall be fully vested and non-forfeitable as of the first day following the Termination Date, in consideration for Executive's agreement to provide the Transition Services during the Consulting Period. The Shares issuable upon settlement of the RSU's are covered by an effective registration statement on Form S-8 filed with the U.S. Securities and Exchange Commission under the Securities Act of 1933, as amended, and the Company represents that the Transition Services are bona fide services that are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities.

    b. Severance Payment in the amount of $ 600,000 to be paid upon execution of this Agreement.

    c. Reimbursement for any approved and substantiated outstanding business expenses.

The timing of all of the above payment will be payable in accordance with Schedule A attached hereto.

3. Employee acknowledges and agrees that the payments in Sections 2(b) through 2(d) include any amounts due or arguably due to Employee on account of salary, wages, bonuses, vacation pay, any deferred compensation, employee profits or benefits, or any other form of compensation from the Company or its affiliates that was or may be owing to Employee, and that the Equity Compensation is not compensation for, or on account of, Employee's employment. Employee understands that they are no longer an employee of the Company and no longer entitled to participate in any employee benefit, discount or equity incentive plan maintained by the Company, including any bonus plan and any medical, life or other insurance plan (except as allowed under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") with respect to continuation of medical coverage), other than Employee's participation in the Plan as a consultant solely with respect to the RSU's.

4. Employee acknowledges and agrees that the Equity Compensation to be made in Section 2(a) is on account of, and contingent upon, the performance of the Transition Services during the Consulting Period and Employee's compliance with the promises, covenants and obligations made by the Employee herein.

5. Following the Termination Date, Employee will provide the Transition Services to the Company as an independent consultant and will make himself reasonably available for not more than 80 hours per month through January 31, 2027 (the "Consulting Period"), in consideration for the Equity Compensation detailed in Section 2(a). During the Consulting Period, Employee shall be a "Consultant" (or the equivalent term) for purposes of the Plan, will not be an employee, will not participate in employee benefit plans, and will be solely responsible for all taxes on the Equity Compensation and any other consulting compensation, which shall be reported on IRS Form 1099. The Parties intend that Employee's level of services during the Consulting Period will not exceed twenty percent (20%) of the average level of services performed over the preceding thirty-six (36) months, such that Employee incurs a "separation from service" on the Termination Date for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). Employee will perform the Transition Services in good faith, diligently, and in compliance with applicable law and the Company's policies, including its code of conduct and insider trading policy, which remain applicable to Employee through the end of the Consulting Period (and, with respect to the insider trading policy, for such longer period as such policy provides). "Transition Services", shall include: (a) transferring knowledge, files, and pending matters to Employee's successor and designated personnel; (b) introducing successor personnel to key customers, vendors, investors, lenders, and regulators; (c) assisting with the preparation of periodic reports, earnings materials, and certifications for the period(s) ending December 31, 2026; and (d) such other services consistent with Employee's prior role as may be reasonably requested by the Company's Board of Directors or Chief Executive Officer. In no event shall the Transition Services include services in connection with the offer or sale of the Company's securities in a capital-raising transaction or services that directly or indirectly promote or maintain a market for the Company's securities.

6. Employee represents that they have returned all property of the Company, including but not limited to, any computers and other equipment, software, telephones, documents, books, records (whether in electronic format or hard copy), reports, files, correspondence, notebooks, manuals, notes, specifications, mailing lists, credit cards, access cards, identification cards, key fobs, and other data and/or materials in their possession or control, and have not retained any copy thereof. Employee further agrees to keep confidential, and to not disclose to any other person or entity, any proprietary information of the Company including, without limitation, any of the Company's business or financial information; clients, customers, or suppliers; business or marketing plans or strategies; pricing information; advertising or other promotional material; and employees, policies or procedures.

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7. Employee agrees to be bound by the Non-Competition and Non-Solicitation provisions set forth in Section 8 of the Employment Agreement.

8. Except as necessary to enforce the terms of this Agreement, Employee, on behalf of himself and his heirs, successors and assigns, hereby releases and forever discharges the Company, its current and former subsidiaries and affiliates, and all of their respective officers, directors, managers, members, stockholders, employees, agents, attorneys, insurers and the respective executors, administrators, heirs, successors and assigns of the foregoing, from any and all claims, actions, causes of action, suits, sums of money, debts, dues, accounts reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, demands or damages of any nature whatsoever or by reason of any matter, cause or thing regardless of whether known or known at present, which against the Company, or any of its respective officers, directors, and employees Employee ever had, now has or hereafter can, shall or may have for, upon, or by reason of, any matter, cause or thing whatsoever from the beginning of the world to the date hereof including, but not limited to, any matter relating to or arising out of the employment of Employee or the termination thereof under any contract, tort, federal, state or local fair employment practices or civil rights law including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the federal Family and Medical Leave Act, the Fair Labor Standards Act, or any other similar federal, state or local law or statute, or any claim for physical or emotional distress or injuries, invasion of privacy, defamation, claims relating to severance pay, wages, bonuses, sick leave, vacation pay, life insurance, medical insurance, disability or any other benefit of employment, or any other duty or obligation of any kind or description, including any implied covenant of good faith and fair dealing, implied contract of permanent employment or tortious or willful discharge of employment, except that this waiver and release does not apply to any claim which cannot be waived under state or federal law. Employee further represents that they have not filed any claim, action, lawsuit, charge, complaint, arbitration or proceeding against any of the persons or entities listed above.

The Company shall defend, indemnify and hold Employee harmless from and against any and all claims, demands, losses, damages, liabilities (including without limitation product liability), settlement amounts, costs and expenses whatsoever (including without limitation reasonable attorneys' fees and costs and including, without limitation, product liability claims) arising from or relating to any claim, action or proceeding made or brought against Employee or the Company as a result of, or associated with, the development, use, manufacture, marketing or sale of products regarding which Employee has provided services during the term of his Employment Agreement unless such liability arises from Employee's or Employee's assistants', employees' or agents' gross negligence, intentional misconduct or material breach of this Agreement.

The Company shall (a) indemnify Employee to the full extent provided under Delaware law and (b) maintain, at its own expense, director and officer liability insurance for any claim or liability arising from or related to his employment as Chief Executive Officer of the Company.

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9. It is a material condition of this Agreement that you maintain strictly confidential and shall take all reasonable steps to prevent the disclosure to any person or entity, the existence and terms of this Agreement, except as provided by law. This provision does not prohibit you from (a) providing this information to your spouse or to your attorneys or accountants for purposes of obtaining legal or tax advice, (b) responding to a subpoena issued by any court or tribunal of competent jurisdiction, (c) providing information pursuant to request of, or investigation by, any governmental authority, regulatory agency or self-regulatory organization, or (d) as otherwise provided by law. To the extent you make any disclosure to your spouse or to any attorney or accountant as permitted pursuant to this paragraph, you shall instruct such person not to make any further disclosure except in accordance with this paragraph.

10. Employee agrees to not make any statements, either directly or through other persons or entities, or instigate, assist or participate in the making or publication of any statement, which would or could be disparaging to the Company or any of its affiliates, officers, directors, employees, agents, services, products, operations, prospects or other matters relating to the Company's businesses. In that regard, Employee shall not make or encourage others to make any statement or release any information that is intended to, or reasonably could be foreseen to, embarrass or criticize the Company or its affiliates, employees, managers, directors, officers, members or shareholders, individually or as a group. The Company, through its officers and directors, shall not make any statements, either directly or through other persons or entities, which are disparaging to Employee or make or encourage others to make any statement or release any information that is intended to, or reasonably could be foreseen to, embarrass or criticize Employee.

11. Employee hereby agrees that, in the event their testimony, services or time are required in the future to assist the Company in handling any legal matter, prosecuting or defending against litigation or to pursue or defend against a disputed claim or charge of any type, you will make yourself reasonably available to work with the Company's attorneys and representatives, to prepare for and provide deposition and/or trial testimony and to take whatever other steps are necessary to assist in the handling of such legal matters and prosecution/defense of such claims. In such case, the Company shall provide legal counsel to Employee at the Company's cost and expense, reimburse Employee for any reasonable costs and expenses you incur for your time in assisting the Company for matters discussed in this Section 10 and shall compensate Employee $500 per day for the time spent assisting the Company.

12. The Company has advised Employee to consult with an attorney prior to executing this Agreement. By executing this Agreement, Employee acknowledges that (a) you have been provided with an opportunity to consult with an attorney or other advisor of your choice regarding the terms of this Agreement, this is a final offer, (c) Employee has elected to enter this Agreement knowingly and voluntarily, and (d) that if Employee has had fewer than twenty-one (21) days from receipt of the final document to execute same, that you have knowingly and voluntarily waived the remaining time. This Agreement shall be fully effective and binding upon all parties hereto immediately upon execution of this Agreement except as to rights or claims arising under the ADEA, in which case you have seven (7) days following execution of this Agreement to change your mind (the "Revocation Period").

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13. Any notice to be given hereunder shall be in writing and shall be deemed given when mailed by certified mail, return receipt requested, addressed as follows:

To Employee:	Geordan Pursglove [ ]
With a copy to:	[ ]
To the Company at:	Nomad Power Solutions, Inc. 433 Plaza Real, Suite 275 Boca Raton, Florida 33432 Attn: Chief Executive Officer
With a copy to	Sichenzia Ross Ference Carmel LLP 1185 Avenue of the Americas, 26th Floor New York, NY 10036 Attn: Ross Carmel

or at such other address as may be indicated in writing by any party to the other parties in the manner provided herein for giving notice.

14. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. This Agreement will survive the termination of any arrangements contained herein and is binding on and will inure to the benefit of each of the parties and their respective affiliates, heirs, executors, administrators, successors and assigns.

15. This Agreement shall be governed by the substantive laws of the State of New York, without giving effect to any principles of conflicts of law.

16. Each of the parties agrees to do and perform or cause to be done and performed all further acts and shall execute and deliver all other documents necessary on its part to carry out the intent and accomplish the purposes of this Agreement and the transaction contemplated hereby.

17. This Agreement sets forth the entire agreement between the parties hereto concerning the subject matter hereof and may not be changed without the written, signed consent of each of the parties.

18. This Agreement may be executed originally or electronically, and any number of counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. Signatures provided electronically (including by .pdf, DocuSign, or other electronic signature platform) shall be deemed original signatures.

[*Signature Page Follows*]

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

NOMAD POWER SOLUTIONS, INC.

By: */s/ Peter Stazzone*
Name: Peter Stazzone
Title: Chief Financial Officer

EMPLOYEE

/s/ Geordan Pursglove
Name: Geordan Pursglove

Schedule A to Separation Agreement
Payment Schedule

Total 600,000 to be paid in full at execution

Exhibit 10.2

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") dated as of November 9, 2026 and effective as of [*] 2026 (the "Effective Date"), is made and entered into between NOMAD Power Solutions, Inc. (a Delaware corporation) (the "Company"), and Michael Hilmer, an individual (the "Consultant"). For the avoidance of doubt, the Consultant is engaged solely as a consultant to the Company, and any election of the Consultant to the Board or appointment as Executive Chairman shall occur, if at all, only as provided in Section 1.

WHEREAS, the Company desires to engage the Consultant to provide certain consulting services described on Exhibit A (the "Services") to the Company pursuant to the terms and conditions of this Agreement;

WHEREAS, the Consultant has agreed to perform the Services as an independent consultant;

WHEREAS, the Board of Directors of the Company (the "Board") may, at its option and in its sole discretion, elect the Consultant to the Board and appoint the Consultant to serve as the Executive Chairman of the Board of the Company, upon the terms and subject to the conditions hereinafter set forth or as modified by the board with consultant consent; and

WHEREAS, the Consultant has the necessary skills and qualifications to serve as the Executive Chairman of the Board and has agreed to serve as such if so elected and appointed, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Independent Consultant. During the term of this Agreement, Consultant will perform the Services in a diligent and professional manner, and in compliance with all applicable laws and regulations. The Company, through the action of its Board, hereby engages the Consultant, and the Consultant will serve the Company, as a consultant. Unless and until the Board, at its option and in its sole discretion, elects the Consultant as a member of the Board and appoints the Consultant as the non-employee Executive Chairman of the Board of directors of the Company ("Executive Chairman"), the Consultant shall serve solely as a consultant to the Company and shall not be, or hold himself out as, a director, officer or Executive Chairman of the Company. The Board is under no obligation to make any such election or appointment. If the Board so elects and appoints the Consultant (the date of such appointment, the "Appointment Date"), the Consultant shall thereafter serve as Executive Chairman during the term of this Agreement, subject to the Company's governing instruments and applicable law, and shall perform the Services set forth in Exhibit A.

2. Duties, Term, and Compensation. The Consultant's term of engagement, compensation and provisions for payment thereof are detailed in the attached Exhibit B, and which collectively are hereby incorporated by reference.

3. Expenses. The Company will reimburse the Consultant for all reasonable business expenses Consultant incurs in conducting his duties hereunder, pursuant to the Company's usual expense reimbursement policies, but in no event later than ninety (90) days after the end of the calendar month following the month in which such expenses were incurred by the Consultant; provided that the Consultant supplies the appropriate substantiation for such expenses no later than the end of the calendar month following the month in which such expenses were incurred by the Consultant.

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4. Confidentiality. The Consultant acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Consultant agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant or otherwise coming into the Consultant's possession, shall remain the exclusive property of the Company. The Consultant shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or under his control. The Consultant confirms that all restrictions in Section 4 are reasonable and valid, and any defenses to the strict enforcement thereof by the Company are waived by the Consultant. The provisions of this Section shall survive any termination of this Agreement.

5.Material Non-Public Information. Consultant acknowledges that, in connection with this Agreement, Consultant may receive information concerning the Company or its securities that constitutes material non-public information ("MNPI") within the meaning of the U.S. federal securities laws, including the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder. Consultant further acknowledges that it is aware, that the United States securities laws prohibit any person who has MNPI about an issuer from purchasing or selling securities of that issuer, or from communicating that information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell those securities.

6. Conflicts of Interest; Performance of Duties. The Consultant represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant, any of its personnel or owners and any third party. Further, the Consultant, in rendering the Services, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest.

7. Other Business Activities: The Consultant agrees that it or any of its personnel or owners are not, and during the Term of this Agreement shall not be, engaged or employed in any business, trade, profession, or other activity that would create a conflict of interest with the Company. If any such actual or potential conflict arises during the Term of this Agreement, the Consultant shall immediately notify the Company in writing. If the Company determines, in its sole discretion, that the conflict is material, the Company may terminate the Agreement immediately upon written notice in accordance with provisions under "Term" under Exhibit B.

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8. Indemnification and D&O Insurance: Consultant shall have full responsibility for applicable withholding taxes for all compensation paid to Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, franchise tax, worker's compensation insurance coverage requirements and U.S. immigration visa requirements. Consultant shall indemnify, defend and hold Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements including, without limitation, any liability for, or assessment of, withholding taxes imposed on Company by the relevant taxing authorities with respect to any compensation paid to Consultant.

Notwithstanding the foregoing, the Company shall defend and indemnify the Consultant in his capacity as a consultant to the Company and, from and after the Appointment Date, as a director and Executive Chairman of the Company to the fullest extent permitted under the Delaware General Corporation Law ("DGCL"). The Company shall also maintain a policy for indemnifying its officers and directors, including but not limited to the Consultant, for all actions permitted under the DGCL taken in good faith pursuit of their duties for the Company, including but not limited to maintaining an appropriate level of Directors and Officers Liability coverage and maintaining the inclusion of such

provisions in the Company's by-laws or certificate of incorporation, as applicable and customary. The rights to indemnification shall survive any termination of this Agreement.

9. Independent Contractor. This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Company for any purpose. The Consultant is and will remain an independent Consultant in his relationship with the Company. The Consultant will receive an IRS Form 1099 from the Company, and the Consultant shall be solely responsible for all federal, state, and local taxes. The Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Consultant agrees to indemnify and save the Company harmless from and against any and all assessments, losses or penalties actually incurred by the Company in respect of any unpaid taxes or other fees and charges by the Consultant which are charged back to the Company, including, without limitation, contributions to any pension/retirement plans, employment insurance or workers compensation premiums.

10. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

11. Choice of Law. The laws of the state of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

12. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation ("Disputes") shall be settled in New York in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. The parties hereto shall attempt in good faith to settle any Dispute by mutual discussions within thirty (30) days after the date that one party gives notice to the other parties of such a Dispute. If the Dispute is not resolved within such period, the Dispute shall be settled by binding arbitration. This Section 12 shall survive the performance or any earlier termination of this Agreement.

13. Submission to Jurisdiction. Each of the Parties irrevocably submits to the jurisdiction of the courts of the State of New York.

14. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

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15. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

16. Assignment. The Consultant shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, except as set forth herein, without the prior written consent of the Company.

17. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to either party, and in the case of the Company, at its normal business address, and in the case of Consultant, at his residential address or other address provided, which address may be updated by either party in writing from time to time.

18. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

19. Counterparts. This Agreement may be executed originally or electronically, and any number of counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. Signatures provided electronically (including by .pdf, DocuSign, or other electronic signature platform) shall be deemed original signatures.

20. Entire Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes all prior agreements, promises, statements, representations, negotiations, and understandings, written or oral, with respect to matters covered hereby.

21. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NOMAD Power Solutions, Inc.		**Consultant**	
By:	*/s/ Geordan Pursglove*	By:	*/s/ Michael Hilmer*
Name:	Geordan Pursglove	Name:	Michael Hilmer
Title:	Chief Executive Officer	Title:	Consultant

EXHIBIT A

DESCRIPTION OF SERVICES

Part I – Consulting Services. Commencing on the Effective Date, Consultant agrees to provide the following Services to the Company:

(a) Developing the Company's budget and go-to-market strategy;

(b) Analyzing the Company's organizational readiness;

(c) Commencing discussions with bankers, funding partners and analysts regarding the Company's vision for 2027; and

(d) Assisting with packaging large data center deals and rental strategies, and performing such other duties as the Board may require from time to time.

Part II – Executive Chairman Services. From and after the Appointment Date, if any, the Services shall also include the following:

(a) Serving as Executive Chairman of the Board of Directors of the Company and leading the Board in the performance of its responsibilities;

(b) Working with the Board of Directors of the Company to develop and implement the Company's strategic plan; and

(c) Performing such other duties of the Executive Chairman of the Company customarily related to this function in an organization of the size and nature of the Company, and performing such other duties as may be determined and assigned by the Board from time to time and required by the Company's governing instruments.

EXHIBIT B

TERM AND TERMINATION:

This engagement shall commence on, and shall be effective as of, October 1, 2026, and shall be renewable on a month-to-month basis at the discretion of the Company unless earlier terminated by the Consultant for any reason upon not less than ten (10) business days' notice given to the Company. The Company may terminate this Agreement upon ten (10) business days' notice for any reason. In the event of termination prior to the end of a month, the Company shall pay the Consultant on a pro-rata basis any compensation then due and payable for any services completed up to and including the date of such termination.

COMPENSATION:

The Company will pay the Consultant compensation at the rate of $20,000 per month. This salary will be subject to periodic review and adjustments at the Company's discretion.

TITLE:

The Consultant's title shall be Consultant unless and until the Appointment Date, if any, from and after which the Consultant's title shall be Executive Chairman of the Board of Directors of the Company.

Exhibit 99.1

NOMAD Power Solutions Appoints Michael Hilmer Executive Chairman

Advisor steps in to lead NOMAD's next phase of growth in distribution and Energy-as-a-Service

BOCA RATON, Fla., Nov. 9, 2026 — NOMAD Power Solutions, Inc. ("NOMAD" or the "Company") (Nasdaq: NMAD), a provider of transportable, utility-grade battery energy storage systems through its wholly owned subsidiary NOMAD Transportable Power Systems, today announced the appointment of Michael Hilmer, an advisor to the Company, as Executive Chairman, effective immediately.

Mr. Hilmer has advised NOMAD on its growth, finance and leasing strategy and now takes the reins to accelerate global expansion, working alongside the existing Board of Directors and leadership team. His mandate is to support the expansion of NOMAD's distribution footprint and help scale its Energy-as-a-Service model – pairing NOMAD's equipment with financing, remote monitoring and field service under long-term, recurring-revenue agreements.

"The NOMAD team has done tremendous work developing this market and building a strong backlog, and we're seeing incredible global demand for NOMAD systems," Mr. Hilmer said. "We want to give customers more choices in how they acquire NOMAD systems. The Board of Directors and I all share a vision for highly scalable growth, with the customer at the center of everything we do."

Mr. Hilmer succeeds Geordan Pursglove, who is leaving NOMAD to pursue other interests.

"Michael has been a trusted advisor to NOMAD, and he understands both our technology and the financial structures our customers need to adopt it at scale," said John Travaglini, Director, NOMAD Power Solutions, and President, NOMAD Transportable Power Systems. "As demand for transportable power accelerates across utilities, data centres and industrial markets, his experience building dealer networks, financing platforms and field service organizations is exactly what we need to scale our distribution and Energy-as-a-Service model. I look forward to working closely with him as we enter NOMAD's next phase of growth. We thank Geordan for his commitment and leadership."

Experience

Mr. Hilmer is a serial entrepreneur and capital markets executive whose experience spans corporate structurings, financings, M&A, joint ventures and go-public transactions. He has built several successful companies, completed more than a dozen M&A transactions and taken multiple companies public. He has served on public and private company boards in Canada and the United States.

As a founder and CEO, he raised well over $1 billion to fund energy-efficient home equipment through lease and loan programs, building the dealer networks, credit and structured finance platforms behind them.

Earlier in his career, Mr. Hilmer built and operated network operations centers (NOCs) and device management centers, along with the field service, support and service-level management organizations needed to keep large fleets of distributed equipment performing to contract. That operating experience maps directly to NOMAD's model: units deployed across many sites, monitored remotely, serviced in the field and financed over their life.

About NOMAD Power Solutions, Inc.

NOMAD Power Solutions, Inc., through its wholly owned subsidiary NOMAD Transportable Power Systems, provides transportable, utility-grade battery energy storage systems. The company's mobile battery energy storage system (BESS) platforms deliver rapidly deployable, scalable energy solutions for electric utilities, data centers, commercial and industrial customers, emergency response, renewable energy integration, and grid modernization. By mobilizing energy storage, NOMAD enables customers to deploy power where and when it is needed without waiting for permanent infrastructure.

For more information, please visit https://ir.nomadpower.com/.

Forward-Looking 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, including statements about customer demand, requests for proposal and Total Proposal Value Requested, forecasted orders, production and supply-chain capacity, new product platforms and timing, deposit-backed orders, investment tax credits and peak-shaving benefits, financing partnerships, international expansion, and future financial performance. Words such as "expects," "plans," "intends," "will," "anticipates" and similar expressions identify these statements. They are based on current expectations and are subject to risks and uncertainties that could cause actual results to differ materially, including whether requests for proposal result in orders, whether deposit-backed orders are delivered and recognized as revenue, the availability and applicability of tax credits and other energy incentives, the availability of customer financing, manufacturing and supply-chain capacity, certification timelines, competition, access to capital and the other risks described in NOMAD's filings with the Securities and Exchange Commission. NOMAD undertakes no obligation to update these statements except as required by law.

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