

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of report (Date of earliest event reported): April 7, 2026

ProFrac Holding Corp.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-41388 (Commission File Number)	87-2424964 (IRS Employer Identification No.)
333 Shops Boulevard, Suite 301, Willow Park, Texas (Address of principal executive offices)		76087 (Zip Code)
	(254) 776-3722 (Registrant's Telephone Number, Including Area Code)	
	(Former Name or Former Address, if Changed Since Last Report)	

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, par value \$0.01 per share	ACDC	The Nasdaq Global Select Market Nasdaq Texas, 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.

2026 PSU Awards

On April 7, 2026 (the "Grant Date"), the Compensation Committee (the "Committee") of the Board of Directors of ProFrac Holding Corp. (the "Company") granted performance-based restricted stock unit ("PSU") awards (the "2026 PSU Awards") under the Company's 2022 Long Term Incentive Plan to certain of the Company's executive officers, including (i) 287,500 PSUs to Matthew D. Wilks, the Company's Executive Chairman; (ii) 287,500 PSUs to Johnathan L. Wilks, the Company's Chief Executive Officer; (iii) 270,000 PSUs to Austin Harbour, the Company's Chief Financial Officer; and (iv) 150,000 PSUs to Matthew Greenwood, the Company's Chief Commercial Officer. Each PSU represents the right to receive one share of the Company's Class A common stock.

The 2026 PSU Awards are subject to the terms and conditions set forth in a Performance-Based Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement (the "2026 PSU Award Agreement"). Each 2026 PSU Award is subject to both a time-based vesting condition and stock price performance targets. The time-based vesting condition requires that the applicable executive officer remain continuously employed by and in good standing with the Company or an affiliate through the first anniversary of the Grant Date (the "Time-Based Vesting Date"). Following the Time-Based Vesting Date, a percentage of the PSUs will vest when the Company certifies that the following stock price targets have been achieved: 10% of the PSUs, when the average of the daily volume-weighted average price per share of the Company's Class A common stock over the most recent 30 trading days (the "VWAP Threshold") equals or exceeds \$7.00; 25% of the PSUs, when the VWAP Threshold equals or exceeds \$10.00; 25% of the PSUs, when the VWAP Threshold equals or exceeds \$14.00; and 40% of the PSUs, when the VWAP Threshold equals or exceeds \$18.00. Settlement of vested PSUs will occur as soon as administratively practicable and no later than 30 days following the applicable vesting date. The 2026 PSU Awards will expire on April 7, 2036, and any PSUs that have not vested as of such date will be forfeited. Upon the expiration and forfeiture of unvested PSUs, the Company and the applicable executive officer will negotiate in good faith to establish a new incentive compensation arrangement on mutually acceptable terms, subject to the Committee's approval.

The foregoing description of the 2026 PSU Awards does not purport to be complete and is qualified in its entirety by reference to the form of 2026 PSU Award Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

CFO Special Incentive Award

On April 7, 2026, the Committee also approved a special cash incentive award in the aggregate amount of \$1,000,000 (the “2026 CFO Award”) to Mr. Harbour in recognition of his continued service as Chief Financial Officer of the Company. The 2026 CFO Award is payable in four equal quarterly installments of \$250,000 each, subject generally to Mr. Harbour’s continued employment with the Company through each applicable quarterly payment date, with the first installment deemed to be vested as of March 31, 2026 and the subsequent installments vesting on June 30, 2026, September 30, 2026 and December 31, 2026, respectively. The 2026 CFO Award is governed by a Special Incentive Agreement, effective as of January 1, 2026, between Mr. Harbour and ProFrac Holdings II, LLC (the “2026 CFO Award Agreement”).

If Mr. Harbour voluntarily terminates his employment or if he is terminated by the Company for Cause (as defined in Mr. Harbour’s Executive Employment Agreement, dated June 17, 2024) during calendar year 2026, he will forfeit his right to receive any remaining unvested portion of the 2026 CFO Award and must repay to the Company any portion of the 2026 CFO Award already paid to him no later than 30 days after his last day of employment or the final adjudication that the Company terminated Mr. Harbour’s employment for Cause, respectively. Mr. Harbour has further agreed that if he voluntarily terminates his employment within 12 months of receipt of any portion of the 2026 CFO Award, he must repay all portions paid to him within the prior 12 months. If the Company terminates Mr. Harbour’s employment without Cause during calendar year 2026, his right to any further unvested portion of the 2026 CFO Award will be forfeited, but he will have no obligation to repay any amounts already paid.

The foregoing description of the 2026 CFO Award does not purport to be complete and is qualified in its entirety by reference to the 2026 CFO Award Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
<u>10.1*+</u>	<u>Form of Performance-Based Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement under the ProFrac Holding Corp. 2022 Long Term Incentive Plan.</u>
<u>10.2*+</u>	<u>Special Incentive Agreement, effective as of January 1, 2026, by and between Austin Harbour and ProFrac Holdings II, LLC.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Filed herewith.

+ Management contract or compensatory arrangement.

SIGNATURES

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

PROFRAC HOLDING CORP.

Dated: April 13, 2026

By: /s/ Steven Scrogam

Steven Scrogam

Chief Legal Officer, Chief Compliance Officer and Corporate Secretary

PROFRAC HOLDING CORP.
2022 LONG TERM INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT GRANT NOTICE

Pursuant to the terms and conditions of the ProFrac Holding Corp. 2022 Long Term Incentive Plan, as amended from time to time (the **Plan**), ProFrac Holding Corp. (the **Company**) hereby grants to the individual listed below (**you** or the **Participant**) the number of performance-based Restricted Stock Units (the **RSUs**) set forth below. This award of RSUs (this **Award**) is subject to the terms and conditions set forth herein and in the Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the **Agreement**) and the Plan (the **Governing Documents**), each of which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan or the Agreement, as applicable.

Participant: [NAME]
Date of Grant (as approved by the Committee): [GRANT DATE] (the **Grant Date**)
Granted RSUs: [TOTAL GRANTED RSUs]

Vesting Schedule: Subject to the terms of this Notice and the Governing Documents, a percentage of the RSUs will become vested according to the table below following the one-year anniversary of the Grant Date (the **Time-Based Vesting Date**) upon the date(s) the Company certifies that the corresponding Stock Price Target has been achieved (each a **Vesting Date**), and as long as the Participant has remained continuously employed by and in good standing with the Company or an Affiliate on the applicable Vesting Date:

% RSUs	Stock Price Target
10%	\$7.00
25%	\$10.00
25%	\$14.00
40%	\$18.00

The Stock Price Target will be deemed achieved on the first date following the Time-Based Vesting Date on which the Company certifies the VWAP Threshold equals or exceeds the price set forth in the table above. Once the Stock Price Target is achieved, and subject to the Participant’s continued employment in good standing with the Company or an Affiliate on the Vesting Date, the corresponding percentage of RSUs will be subject to settlement as set forth in Section 4 of the Agreement.

Definitions: **“VWAP Threshold”** means the average of the daily volume-weighted average price per share of Stock over the most recent 30 Trading Days (the **Measurement Period**). If the Stock is not publicly traded for any date of determination, the Volume-Weighted Average Price will be determined by the Committee in its discretion in such manner as it deems appropriate, taking into account the considerations described in the definition of “Fair Market Value” under the Plan.

“Trading Day” means any day on which the national securities exchange on which the Stock is then listed or admitted to trading is open for regular trading and on which at least one share of Stock is traded.

RSU Settlement: Shares of Stock will be issued with respect to any vested RSUs as set forth in Section 4 of the Agreement (which shares of Stock when issued will be transferable and nonforfeitable).

Expiration Date: The tenth anniversary of the Grant Date

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement and this Restricted Stock Unit Grant Notice (this **Grant Notice**). You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan and this Grant Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Grant Notice to be executed by an officer thereunto duly authorized, and the Participant has executed this Grant Notice, effective for all purposes as provided above.

PROFRAC HOLDING CORP.

By: _____
Name: Matthew D. Wilks
Title: Executive Chairman

PARTICIPANT

Name: [NAME]

EXHIBIT A**RESTRICTED STOCK UNIT AGREEMENT**

This Restricted Stock Unit Agreement (this “**Agreement**”) is made as of the Date of Grant by and between ProFrac Holding Corp., a Delaware corporation (the “**Company**”), and Austin Harbour (the “**Participant**”). Capitalized terms used but not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

1. **Award.** In consideration of the Participant’s past or continued employment with the Company or an Affiliate and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Date of Grant, the Company hereby grants to the Participant the number of RSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement and the Plan, which is incorporated herein by reference as a part of this Agreement. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. To the extent vested, each RSU represents the right to receive one share of Stock. Vesting and settlement of the RSUs shall occur at the times and subject to the terms and conditions set forth in the Grant Notice, this Agreement and the Plan. Unless and until the RSUs have become vested in the manner set forth in the Grant Notice, the Participant will have no right to receive any Stock in respect of the RSUs. Prior to settlement of this Award, the RSUs and this Award represent an unsecured obligation of the Company, payable only from the general assets of the Company.

2. **Vesting of RSUs; Effect of Termination of Employment or Service; Forfeiture**

(a) The RSUs shall vest in accordance with the vesting schedule set forth in the Grant Notice. Unless and until the RSUs have vested in accordance with such vesting schedule, the Participant will have no right to receive any dividends or other distribution with respect to the RSUs. In the event of the termination of the Participant’s employment with the Company or an Affiliate, any unvested RSUs (and all rights arising from such RSUs and from being a holder thereof) will terminate automatically without any further action by the Company and will be forfeited without further notice and at no cost to the Company.

(b) Any RSUs that have not become vested as of the Expiration Date will be forfeited in their entirety without any further consideration or action by the Company or the Participant. Upon such expiration and forfeiture, the Company and the Participant will negotiate in good faith to establish a new incentive compensation arrangement on terms and conditions that are mutually acceptable to both parties, subject to the Committee’s approval. Any new incentive arrangement will be documented in a separate written agreement to be executed by the Company and the Participant.

A-1

3. **Dividend Equivalents.** In the event that the Company declares and pays a dividend in respect of its outstanding shares of Stock and, on the record date for such dividend, the Participant holds RSUs granted pursuant to this Agreement that have not been settled, the Company shall record the amount of such dividend in a bookkeeping account and pay to the Participant an amount in cash equal to the cash dividends the Participant would have received if the Participant was the holder of record, as of such record date, of a number of shares of Stock equal to the number of RSUs held by the Participant that have not been settled as of such record date, such payment to be made on or within 60 days following the date on which such RSUs vest in accordance with Section 2. For purposes of clarity, if the RSUs (or any portion thereof) are forfeited by the Participant pursuant to the terms of this Agreement, then the Participant shall also forfeit the Dividend Equivalents, if any, accrued with respect to such forfeited RSUs. No interest will accrue on the Dividend Equivalents between the declaration and payment of the applicable dividends and the settlement of the Dividend Equivalents.

4. **Settlement of RSUs.** Settlement of the vested RSUs shall occur as soon as administratively practicable and no later than 30 days following the Vesting Date (the “**Settlement Date**”). As soon as administratively practicable within 30 days of the Settlement Date, the Company shall deliver to the Participant (or the Participant’s permitted transferee, if applicable) the number of shares of Stock subject to the RSUs that vested and are being settled. Any fractional RSU that becomes vested hereunder shall be rounded down at the time shares of Stock are issued in settlement of such RSU. No fractional shares of Stock, nor the cash value of any fractional shares of Stock, will be issuable or payable to the Participant pursuant to this Agreement. All shares of Stock issued hereunder, if any, shall be delivered either by delivering one or more certificates for such shares to the Participant or by entering such shares in book-entry form, as determined by the Committee in its sole discretion. The value of shares of Stock shall not bear any interest owing to the passage of time. Neither this Section 4 nor any action taken pursuant to or in accordance with this Agreement shall be construed to create a trust or a funded or secured obligation of any kind.

5. **Tax Withholding.** To the extent that the receipt, vesting or settlement of this Award results in compensation income or wages to the Participant for federal, state, local or foreign tax purposes, the Participant shall make arrangements satisfactory to the Company for the satisfaction of obligations for the payment of withholding taxes and other tax obligations relating to this Award, which arrangements may include, at the Company’s election, the delivery of cash or cash equivalents, Stock (including previously owned Stock, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of cash or shares of Stock otherwise issuable or delivered pursuant to this Award), other property, or any other legal consideration the Committee deems appropriate. If such tax obligations are satisfied through the withholding of shares of Stock that are otherwise issuable to the Participant pursuant to this Award (or through the surrender of previously owned shares of Stock by the Participant to the Company), the maximum number of shares of Stock that may be so withheld (or surrendered) shall be the number of shares of Stock that have an aggregate Fair Market Value on the date of withholding or surrender equal to the aggregate amount of such tax liabilities, determined based on the greatest withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment for the Company with respect to this Award, as determined by the Committee. For the avoidance of doubt, to the extent any cash payments are made to the Participant under this Agreement, taxes related thereto will be withheld from such payments. The Participant acknowledges that there may be adverse tax consequences upon the receipt, vesting or settlement of this Award or disposition of the underlying shares of Stock and the Participant has been advised, and hereby is advised, to consult a tax advisor. The Participant acknowledges and agrees that none of the Board, the Committee, the Company or any Affiliate have made any representation or warranty as to the tax consequences to the Participant as a result of the receipt of the RSUs, the vesting of the RSUs or the forfeiture of any of the RSUs. The Participant represents that the Participant is in no manner relying on the Board, the Committee, the Company or an Affiliate or any of their respective managers, directors, officers, employees or authorized representatives (including, without limitation, attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences.

A-2

6. **Non-Transferability.** During the lifetime of the Participant, the RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the shares of Stock underlying the RSUs have been issued, and all restrictions applicable to such shares have lapsed. Neither the RSUs nor any interest or right therein shall be liable for the debts, contracts or engagements of the Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition be voluntary or involuntary or by operation of

law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

7. **Compliance with Securities Law.** Notwithstanding any provision of this Agreement to the contrary, the issuance of shares of Stock hereunder, if any, will be subject to compliance with all applicable requirements of applicable law with respect to such securities and with the requirements of any stock exchange or market system upon which the Stock may then be listed. No shares of Stock will be issued hereunder if such issuance would constitute a violation of any applicable law or regulation or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, shares of Stock will not be issued hereunder unless (a) a registration statement under the Securities Act is in effect at the time of such issuance with respect to the shares to be issued or (b) in the opinion of legal counsel to the Company, the shares to be issued are permitted to be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any shares of Stock hereunder will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance of Stock hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company.

8. **Legends.** If a stock certificate is issued with respect to any shares of Stock delivered hereunder, such certificate shall bear such legend or legends as the Committee deems appropriate in order to reflect the restrictions set forth in this Agreement and to ensure compliance with the terms and provisions of this Agreement, the rules, regulations and other requirements of the SEC, any applicable laws or the requirements of any stock exchange on which the Stock is then listed. If the shares of Stock issued hereunder are held in book-entry form, then such entry will reflect that the shares are subject to the restrictions set forth in this Agreement.

A-3

9. **Rights as a Stockholder.** Neither the Participant nor any Person claiming under or through the Participant shall have rights as a stockholder of the Company with respect to any shares of Stock that may become deliverable hereunder unless and until the Participant has become the holder of record of such shares of Stock, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such shares of Stock, except as otherwise specifically provided for in the Plan or this Agreement.

10. **Execution of Receipts and Releases.** Any payments of cash or any issuance or transfer of shares of Stock or other property to the Participant or the Participant's legal representative, heir, legatee or distributee, in accordance with this Agreement shall be in full satisfaction of all claims of such Person hereunder. As a condition precedent to such payment or issuance, the Company may require the Participant or the Participant's legal representative, heir, legatee or distributee to execute (and not revoke within any time provided to do so) a release and receipt therefor in such form as it shall determine appropriate; provided, however, that any review period under such release will not modify the date of settlement with respect to vested RSUs.

11. **Employment Relationship and No Right to Continued Employment or Awards**

(a) For purposes of this Agreement, the Participant shall be considered to be employed by the Company as long as the Participant remains an employee of the Company or an Affiliate, or an employee of a corporation or other entity (or a parent or subsidiary of such corporation or other entity) assuming or substituting a new award for this Award. Without limiting the scope of the preceding sentence, it is specifically provided that the Participant shall be considered to have terminated his or her employment with the Company at the time of the termination of the "Affiliate" status of the entity or other organization that employs the Participant. Nothing in the adoption of the Plan, nor the award of the RSUs thereunder pursuant to the Grant Notice and this Agreement, shall confer upon the Participant the right to continued employment by the Company or any Affiliate, or any other entity, or affect in any way the right of the Company or any such Affiliate, or any other entity to terminate such employment at any time. Unless otherwise provided in a written employment agreement or by applicable law, the Participant's employment by the Company, or any such Affiliate, or any other entity, shall be on an at-will basis, and the employment relationship may be terminated at any time by either the Participant or the Company, or any such Affiliate or any other entity for any reason whatsoever, with or without cause or notice. Any question as to whether and when there has been a termination of such employment, and the cause of such termination, shall be determined by the Committee or its delegate, and such determination shall be final, conclusive and binding for all purposes.

(b) The grant of the RSUs is a one-time benefit and does not create any contractual or other right to receive a grant of Awards or benefits in lieu of Awards in the future. Any future Awards will be granted at the sole discretion of the Company.

A-4

12. **Legal and Equitable Remedies.** The Participant acknowledges that a violation or attempted breach of any of the Participant's covenants and agreements in this Agreement will cause such damage as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law, and accordingly, the parties hereto agree that the Company and the Affiliates shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining the Participant or the affiliates, partners or agents of the Participant from such breach or attempted violation of such covenants and agreements, as well as to recover from the Participant any and all costs and expenses sustained or incurred by the Company or any Affiliate in obtaining such an injunction, including, without limitation, reasonable attorneys' fees. The parties to this Agreement agree that no bond or other security shall be required in connection with such injunction. Any exercise by either of the parties to this Agreement of its rights pursuant to this Section 12 shall be cumulative and in addition to any other remedies to which such party may be entitled.

13. **Lock-Up Period.** If so requested by the Company or any representative of the underwriters in connection with any offering of the Company's securities, the Participant (or other holder) shall not sell or otherwise transfer or dispose of (including, without limitation, pursuant to Rule 144 under the Securities Act) any Stock or other securities of the Company (or any securities convertible or exchangeable or exercisable for Stock or engage in any hedging transactions relating to Stock) during such period as may be requested in writing by such underwriters and agreed to in writing by the Company. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

14. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be delivered to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, unless otherwise designated by the Company in a written notice to the Participant (or other holder):

ProFrac Holding Corp.
Attn: General Counsel
333 Shops Boulevard, Suite 301
Willow Park, Texas 76087

If to the Participant, at the Participant's last known address on filed with the Company.

Any notice that is delivered personally or by overnight courier or telecopier in the manner provided herein shall be deemed to have been duly given to the Participant when it is

mailed by the Company or, if such notice is not mailed to the Participant, upon receipt by the Participant. Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the fourth day after the day it is so placed in the mail.

15. **Consent to Electronic Delivery; Electronic Signature** In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature.

A-5

16. **Agreement to Furnish Information**. The Participant agrees to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirement imposed upon the Company by or under any applicable statute or regulation.

17. **Entire Agreement; Amendment**. This Agreement, the Grant Notice and the Plan, together constitute the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the RSUs granted hereby; provided, however, that the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment agreement between the Participant and the Company (or an Affiliate or other entity) or a severance plan in which the Participant participates, in each case, in effect as of the date a determination is to be made under this Agreement. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. The Committee may, in its sole discretion, amend this Agreement from time to time in any manner that is not inconsistent with the Plan; provided, however, that except as otherwise provided in the Plan or this Agreement, any such amendment that materially reduces the rights of the Participant shall be effective only if it is in writing and signed by both the Participant and an authorized officer of the Company.

18. **Severability and Waiver**. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such rights continues.

19. **Clawback**. Notwithstanding any provision in the Grant Notice, this Agreement or the Plan to the contrary, to the extent required by (a) applicable law, including, without limitation, the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any SEC rule or any applicable securities exchange listing standards or (b) any policy that may be adopted or amended by the Board from time to time, all cash or shares of Stock issued hereunder shall be subject to forfeiture, repurchase, recoupment or cancellation to the extent necessary to comply with such law(s) or policy.

20. **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

A-6

21. **Successors and Assigns**. The Company may assign any of its rights under this Agreement without the Participant's consent. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the Person(s) to whom the RSUs may be transferred by will or the laws of descent or distribution.

22. **Headings; References; Interpretation**. Headings are for convenience only and are not deemed to be part of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references herein to Sections shall, unless the context requires a different construction, be deemed to be references to the Sections of this Agreement. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." All references to "including" shall be construed as meaning "including without limitation." Unless the context requires otherwise, all references herein to a law, agreement, instrument or other document shall be deemed to refer to such law, agreement, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof. All references to "dollars" or "\$" in this Agreement refer to United States dollars. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

23. **Counterparts**. The Grant Notice may be executed in one or more counterparts, including by way of any electronic or digital signature, subject to applicable law, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed counterpart of the Grant Notice by facsimile or portable document format (.pdf) attachment to electronic mail shall be effective as delivery of a manually executed counterpart of the Grant Notice.

24. **Section 409A**. Notwithstanding anything herein or in the Plan to the contrary, the RSUs granted pursuant to this Agreement are intended to be exempt from the applicable requirements of the Nonqualified Deferred Compensation Rules, and shall be limited, construed and interpreted in accordance with such intent. To the extent permitted by applicable Department of Treasury/Internal Revenue Service guidance, or law or regulation, the Company and the Participant will take reasonable actions to reform this Agreement or any actions taken pursuant to their operation of this Agreement as may be necessary in order to comply with Section 409A. If the Participant is deemed to be a "specified employee" within the meaning of the Nonqualified Deferred Compensation Rules, as determined by the Committee, at a time when the Participant becomes eligible for settlement of the RSUs upon his "separation from service" within the meaning of the Nonqualified Deferred Compensation Rules, then to the extent necessary to prevent any accelerated or additional tax under the Nonqualified Deferred Compensation Rules, such settlement will be delayed until the earlier of: (a) the date that is six months following the Participant's separation from service and (b) the Participant's death. Notwithstanding the foregoing, the Company and the Affiliates make no representations that the RSUs provided under this Agreement are exempt from or compliant with the Nonqualified Deferred Compensation Rules and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with the Nonqualified Deferred Compensation Rules. Notwithstanding anything to the contrary herein, the Participant will be deemed to have a date of termination from employment for purposes of determining the timing of any payments or benefits hereunder that are classified as deferred compensation only upon a "separation from service" within the meaning of Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided shall be construed as a separate, identified payment for purposes of Section 409A.

SPECIAL INCENTIVE AGREEMENT

This SPECIAL INCENTIVE AGREEMENT (“Agreement”) with an effective date of January 1, 2026, is made by and between Austin Harbour (“Harbour” or “Executive”) and ProFrac Holdings II, LLC (“ProFrac” or “Company”). Executive and Company are sometimes referred to collectively as the “Parties.” WHEREAS, Harbour currently serves as the Company’s Chief Financial Officer (“CFO”).

WHEREAS, the Company desires to incentivize Harbour on his performance as the Company’s CFO in the calendar year 2026.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the Parties have agreed and do hereby agree as follows:

1. **Consideration from Company** The Company shall pay, or cause to be paid, a total of \$1,000,000.00 to Harbour (the “Incentive Payment”). The Incentive Payment shall be reduced for taxes and other amounts required to be withheld by the Company. The Incentive Payment shall be made in four equal payments of \$250,000.00, less taxes and authorized deductions. Each portion of the Incentive Payment shall vest as described below and shall be due and payable to Harbour within thirty (30) days of the relevant vesting date:

Payment Number	Payment Amount	Vesting Date
1	\$ 250,000.00	March 31, 2026
2	\$ 250,000.00	June 30, 2026
3	\$ 250,000.00	September 30, 2026
4	\$ 250,000.00	December 31, 2026

2. **Consideration from Executive** In exchange for receipt of the Incentive Payment, Harbour agrees he will not voluntarily terminate his employment with ProFrac during the calendar year 2026. In the event Harbour voluntarily terminates his employment with ProFrac during the calendar year 2026, Harbour agrees: (a) to forfeit his right to receive any remaining portion of the Incentive Payment that has not yet vested; and (b) to repay to ProFrac any portion of the Incentive Payment that has already been paid to him, net of any U.S. federal and state payroll withholding taxes and social security contributions that had been deposited with a government authority. Repayment pursuant to subsection 2(b) must be paid within thirty (30) days of Executive’s last day of employment with Company.

Harbour further agrees that, in the event he voluntarily terminates his employment with ProFrac within 12 months of receipt of any portion of the Incentive Payment, he must repay any and all portions of the Incentive Payment paid to him within the prior 12 months, net of any U.S. federal and state income taxes and social security contributions paid with respect thereto. By way of example, should Harbour voluntarily terminate his employment with ProFrac on January 1, 2027, he must repay the entire Incentive Payment, net of any U.S. federal and state income taxes and social security contributions paid with respect thereto. If Harbour voluntarily terminates his employment with ProFrac on September 1, 2027, he must repay ProFrac the third and fourth payments made to him pursuant to the above schedule, net of any U.S. federal and state income taxes and social security contributions paid with respect thereto.

3. **Deductions.** The Company may withhold and deduct from any amounts payable under this Agreement (a) all federal, state, local, and other taxes as may be required pursuant to any law or governmental regulation or ruling and (b) any other deduction consented to in writing by Executive.

4. **Termination of Employment by Company.** In the event ProFrac terminates Executive’s employment for Cause during the calendar year 2026, Executive’s right to receipt of the unvested portions of the Incentive Payment shall be forfeited immediately upon termination. Further, in the event it is judicially determined that ProFrac terminated Executive’s employment for Cause, Executive shall repay ProFrac any portion of the Incentive Payment that has already been paid to him, net of any U.S. federal and state income taxes and social security contributions paid with respect thereto. Such repayment is due within thirty (30) days of the final adjudication that ProFrac terminated Executive’s employment for Cause.

Should ProFrac terminate Executive’s employment during the calendar year 2026 without Cause, Executive’s right to receipt of any unvested portion of the Incentive Payment shall be forfeited upon Executive’s final day of employment with the Company. In the event of such termination without Cause, Executive shall have no obligation to repay to ProFrac any portion of the Incentive Payment already paid to him.

As used herein, the term “Cause” shall have the meaning given to it in Harbour’s Executive Employment Agreement, dated June 17, 2024.

5. **Death or Disability.** The Executive’s right to any unvested Incentive Payment shall automatically terminate upon the Executive’s death or upon notice from the Company due to Executive’s Disability. As used herein, the term “Disability” shall have the meaning given to it in Harbour’s Executive Employment Agreement, dated June 17, 2024.

6. **Taxation.** Employee specifically acknowledges and agrees that the Company has made no representations to Employee regarding the tax consequences of any amounts received by Employee or for Employee’s benefit pursuant to this Agreement. Likewise, Company agrees and acknowledges that it shall not have the right to cause Employee to take any position, file any amended returns, or apply for any refund for the benefit of Company, on his U.S. federal and state income tax returns.

7. **Choice of Law, Jurisdiction and Venue.** This Agreement and all matters or issues related hereto shall be governed by the laws of the State of Texas. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Venue for any dispute arising hereunder shall lie in the state and federal courts located in Tarrant County, Texas.

8. **Jury Waiver.** Both parties waive a trial by jury of any or all issues arising in any action or proceeding arising out of, under, or connected with this agreement. Any of its provisions, or any of the claims purported to be released by this agreement. Both parties understand that any claim between them will be decided by a judge rather a jury as a result of this agreement.

14. **Miscellaneous.**

(a) This Agreement is personal in its nature and the parties shall not, without the prior written consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, the provisions hereof shall inure to the benefit of, and be binding upon, each successor of the Company or any of its affiliates, whether by merger, consolidation or transfer of all or substantially all of its assets.

(b) This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained and supersede all prior agreements or understandings between the parties hereto with respect thereto except as specifically provided herein. This Agreement can be changed only by a writing signed by all parties hereto. No waiver shall be effective against any party unless in writing and signed by the party against whom such waiver shall be enforced.

(c) All notices and other communications hereunder shall be deemed to be sufficient if in writing and delivered in person or by a nationally recognized courier service, addressed, if to Employee, to the Employee's most recent home address on file with the Company, and if to the Company, to:

ProFrac Services, LLC
333 Shops Boulevard
Willow Park, Texas 76087
Attention: Chief Legal Officer

(d) In case any provision or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by any court or administrative body with competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect. Any provision(s) so determined to be invalid, illegal or unenforceable shall be reformed so that they are valid, legal and enforceable to the fullest extent permitted by law or, if such reformation is impossible, then this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided that, upon a finding by a court of competent jurisdiction that this Agreement is illegal and/or unenforceable, Employee shall be required to repay to the Company the payments set forth herein.

(e) This Agreement may be executed via pdf, and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on the parties.

(f) Nothing in this Agreement is intended to supersede, amend, or supplement, or does supersede, amend, or supplement, any other existing agreement between the Parties, including but not necessarily limited to the Executive Employment Agreement or the Confidentiality and Restrictive Covenant Agreement.

(g) Nothing in this Agreement is intended to, or does, alter the at-will nature of Executive's employment with the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and Employee have executed this Agreement as of the date first written above.

ProFrac Holdings II, LLC

By: /s/ Matthew D. Wilks
Matthew D. Wilks
Executive Director

/s/ Austin Harbour
Austin Harbour

Date: April 13, 2026

Date: April 13, 2026
