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): April 06, 2026

INOGEN, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-36309**	**33-0989359**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
500 Cummings Center Suite 2800 Beverly, Massachusetts		**01915**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (805) 562-0500

(Former address)

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

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.001 par value	INGN	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 1.01. Entry into a Material Definitive Agreement.

On April 6, 2026, the Board of Directors of (the "Board") of Inogen, Inc. (the "Company") appointed Mr. Vafa Jamali as a member of the Board as a Class I director, effective as of the earlier of (a) the date of the Company's 2026 annual meeting of stockholders and (b) June 15, 2026 (such date, the "Effective Date"), with a term expiring at the Company's 2027 annual meeting of stockholders or until his successor is duly elected and qualified. The Board also appointed Mr. Jamali to the Audit Committee of the Board (the "Audit Committee") and the Compliance Committee of the Board (the "Compliance Committee"), effective as of the Effective Date.

On April 6, 2026, the Company entered into a Cooperation Agreement (the "Cooperation Agreement") with Kent Lake Partners LP ("Kent Lake"), Kent Lake PR LLC ("Kent Lake PR") and Benjamin Natter (collectively with Kent Lake and Kent Lake PR, the "Investor Parties" and each, an "Investor Party").

During the term of the Cooperation Agreement (described below), the Investor Parties have agreed to vote all shares of the Company's common stock, par value $0.001 per share (the "Common Stock"), beneficially owned by them at all meetings of the Company's stockholders in accordance with the Board's recommendations, except that the Investor Parties may vote in their discretion on Extraordinary Transactions (as defined in the Cooperation Agreement) and proposals involving the implementation of takeover defenses not in existence as of the date of the Cooperation Agreement.

The Investor Parties have also agreed to certain customary standstill provisions prohibiting them from, among other things, (i) soliciting proxies, (ii) advising or knowingly encouraging any person with respect to the disposition of any securities of the Company, subject to limited exceptions, (iii) acquiring, in the aggregate, beneficial ownership of more than 4.99% of the outstanding shares of Voting Securities (as defined in the Cooperation Agreement) and (iv) taking actions to change or influence the Board, management or the direction of certain Company matters, in each case as further described in the Cooperation Agreement.

The Cooperation Agreement will terminate on the earlier of (i) 30 calendar days before the deadline for director nominations and stockholder proposals for the Company's 2027 annual meeting of stockholders and (ii) January 11, 2027.

The description of the Cooperation Agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference to Exhibit 10.1, which is incorporated herein by reference.

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

On April 6, 2026, the Board appointed Vafa Jamali as a Class I director, effective as of the Effective Date, to serve a term expiring at the Company's 2027 annual meeting of stockholders or until his successor is duly elected and qualified. On April 6, 2026, the Board also appointed Mr. Jamali to the Audit Committee and the Compliance Committee, effective as of the Effective Date. The Board has determined that Mr. Jamali satisfies the independence standards of The Nasdaq Stock Market LLC.

Mr. Jamali, 56, served as Chairman and Chief Executive Officer of ZimVie Inc., a medical technology company, from February 2021 to November 2025, where he led the company's Nasdaq listing following the spin-out from Zimmer Biomet and helped each of the businesses (Spine and Dental) through significant portfolio optimization actions to support a turnaround to higher growth and profitability. Previously, Mr. Jamali served as the Chief Commercial Officer of Rockley Photonics, a silicon photonics company, where he led commercial strategic planning for the early-stage company from October 2020 until joining ZimVie. Prior to that, Mr. Jamali served as Senior Vice President and President, Respiratory, Gastrointestinal and Informatics ("RGI") of Medtronic plc from May 2017 until October 2020. Before leading the RGI business, he served as Senior Vice President and President, Early Technologies of Medtronic plc from January 2016 until May 2017 and prior to that he served as Vice President and General Manager, GI Solutions of Medtronic plc from January 2015 until January 2016. Before joining Medtronic, Mr. Jamali held leadership positions with Covidien plc, Cardinal Health, Inc. and Baxter International Inc. Mr. Jamali currently serves on the board of directors of Baylis Medical Technologies, a private medical device company, and Eptam Plastics, a private medical equipment manufacturer. Mr. Jamali received his Bachelor of Commerce degree with distinction from the University of Alberta in Edmonton, Canada.

Mr. Jamali will be compensated in accordance with the Company's outside director compensation policy (the "Policy"). Pursuant to the Policy, Mr. Jamali will be entitled to receive the following cash fees: $45,000 per year for service as a member of the Board, $10,000 per year for service as a member of the Audit Committee and $5,000 per year for service as a member of the Compliance Committee, each paid quarterly in arrears on a pro-rata basis.

On or after the Effective Date, as a non-employee director and pursuant to the Company's Amended and Restated 2023 Equity Incentive Plan and the Policy, Mr. Jamali will receive an initial award of restricted stock units ("RSUs") covering a number of shares having a grant date fair value of $180,000. Each RSU represents a contingent right to receive one share of the Company's Common Stock. The award will vest on the earlier of (i) the one-year anniversary of the date of the grant and (ii) the day prior to the date of the Company's 2027 annual meeting of stockholders, subject to Mr. Jamali continuing to serve as a director through the vesting date.

Mr. Jamali will enter into the Company's standard indemnification agreement for directors and officers, a copy of which was attached as Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-192605) filed with the Securities and Exchange Commission on November 27, 2013.

Other than as described in Item 1.01 of this Current Report on Form 8-K, there is no arrangement or understanding between Mr. Jamali and any other persons pursuant to which Mr. Jamali was elected as a director. In addition, Mr. Jamali is not a party to any

transaction, or series of transactions, required to be disclosed pursuant to Item 404(a) of Regulation S-K. There are no family relationships between Mr. Jamali and any of the Company's directors or executive officers.

Item 7.01. Regulation FD Disclosure.

On April 6, 2026, the Company issued a press release announcing its entry into the Cooperation Agreement and Mr. Jamali's appointment as a Director. A copy of the press release is furnished herewith as Exhibit 99.1.

The information set forth under this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
10.1	Cooperation Agreement, dated as of April 6, 2026, by and between Inogen, Inc. and Kent Lake Partners LP, Kent Lake PR LLC and Benjamin Natter.
99.1	Press Release dated April 6, 2026.
104	The cover page of this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

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

INOGEN, INC.

Date: April 6, 2026

By: /s/ Kevin P. Smith

Kevin P. Smith
General Counsel & Corporate Secretary,
Executive Vice President, Business Development

Exhibit 10.1

COOPERATION AGREEMENT

This Cooperation Agreement (this "Agreement") is made and entered into as of April 6, 2026 by and between Inogen, Inc., a Delaware corporation (the "Company"), on the one hand, and Kent Lake Partners LP ("Kent Lake"), Kent Lake PR LLC ("Kent Lake PR") and Benjamin Natter (collectively with Kent Lake and Kent Lake PR, the "Investor Parties" and each, an "Investor Party"), on the other hand. The Company and the Investor Parties are each herein referred to as a "Party" and collectively as the "Parties." Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in Section 13 below.

RECITALS

WHEREAS, the Company and the Investor Parties have engaged in various discussions and communications concerning the Company's business, financial performance, and strategic plans;

WHEREAS, as of the date hereof, the Investor Parties beneficially own 251,000 shares of the Company's common stock, par value $0.001 per share (the "Common Stock"); and

WHEREAS, the Company and the Investor Parties have determined to come to an agreement with respect to the composition of the Board of Directors of the Company (the "Board") and certain other matters, as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Board Matters.

(A) Promptly following the execution of this Agreement, the Board shall take all necessary actions to increase the size of the Board from seven to eight directors and appoint Vafa Jamali (the "New Director") as a Class I director with a term expiring at the Company's 2027 annual meeting of stockholders, with such appointment to become effective as of the earlier of either the date of the Company's 2026 annual meeting of stockholders or June 15, 2026. Prior to the execution of this Agreement, the Board, upon a favorable recommendation from the Nominating and Governance Committee of the Board, determined that the New Director (i) qualifies as an "independent director" under the applicable rules of the SEC, the independence standards of The Nasdaq Stock Market LLC, the requirements of the Company's Thirteenth Amended and Restated Certificate of Incorporation (as may be amended, the "Charter"), the Company's Amended and Restated Bylaws (as may be amended, the "Bylaws") and the Company's other governance documents and policies, and any applicable law, and (ii) is not a current or former employee, officer, director or partner or immediate family member of the Investor Parties or any of their Affiliates.

(B) Each Party acknowledges that the New Director shall be governed by all of the same policies, processes, procedures, codes, rules, standards and guidelines applicable to members of the Board (collectively, the "Company Policies"), and will be required to strictly adhere to the Company's policies that are applicable to members of the Board, including the Company's policies on confidentiality and insider trading and its Code of Ethics and Conduct.

(C) The Company agrees that the New Director shall receive (i) the same benefits of director and officer insurance as all other non-executive directors on the Board, (ii) the same compensation for his or her service as a director as the compensation received by other non-executive directors on the Board, and (iii) such other benefits on the same basis as all other non-executive directors on the Board.

(D) Upon the appointment of the New Director to the Board, the New Director will be appointed to the Audit Committee of the Board and the Compliance Committee of the Board.

2. Voting Commitment.

(A) Until the date this Agreement terminates (the "Termination Date"), the Investor Parties shall, or shall cause their respective Representatives to, (i) appear in person or by proxy at each Stockholder Meeting, whether such meeting is held at a physical location or virtually by means of remote communication, and (ii) vote, or deliver consents or consent revocations with respect to, all shares of Common Stock beneficially owned by the Investor Parties or their Affiliates in accordance with the Board's recommendations with respect to any and all proposals, including, but not limited to, proposals related to director elections, removals or replacements, or the issuance of equity in connection with employee or director compensation, submitted to stockholders at such Stockholder Meeting; *provided* that the Investor Parties may vote in their discretion on any proposal involving an Extraordinary Transaction or the implementation of takeover defenses not in existence as of the Effective Date. Each Investor Party shall take all actions necessary (including, but not limited to, by calling back loaned out shares) to ensure that such Investor Party and its Affiliates has voting power for each share beneficially owned by it or its Affiliates on the record date for each Stockholder Meeting, excluding any options or derivatives held by any Investor Party or its Affiliates as of any such record date.

(B) Upon the Company's written request, each Investor Party shall provide the Company with written confirmation and evidence of its compliance with this Section 2 no later than the earlier of (i) two Business Days prior to the Stockholder Meeting and (ii) ten Business Days following such request.

3. Standstill. Until the Termination Date, except as otherwise provided in this Agreement, without the prior written consent of the Board, the Investor Parties shall not, and shall cause their respective Affiliates not to, directly or indirectly:

(A) acquire, offer or seek to acquire, agree to acquire, or acquire rights to acquire (except by way of stock dividends or other distributions or offerings made available to holders of Voting Securities generally on a pro rata basis or pursuant to an Extraordinary Transaction), whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a group, through swap or hedging transactions or otherwise, any securities of the Company (other than through a broad-based market basket or index), any rights decoupled from the underlying securities of the Company, that would result in the Investor Parties beneficially owning more than 4.99% of the then outstanding shares of Voting Securities;

(B) sell, assign, or otherwise transfer or dispose of shares of Common Stock, or any rights decoupled from such shares, beneficially owned by them, other than in open market sale transactions where the identity of the purchaser is not known and in underwritten widely dispersed public offerings;

(C) (i) nominate, recommend for nomination or give notice of an intent to nominate or recommend for nomination a person for election at any Stockholder Meeting at which the Company's directors are to be elected; (ii) knowingly initiate, encourage, assist or participate in any solicitation of proxies, consents or consent revocations in respect of any election contest or removal contest with respect to the Company's directors; (iii) knowingly submit, initiate, make or be a proponent of any stockholder proposal for consideration at, or bring any other business before, any Stockholder Meeting; (iv) knowingly initiate, encourage, assist or participate in any solicitation of proxies, consents or consent revocations in respect of any stockholder proposal for consideration at, or other business brought before, any Stockholder Meeting; or (v) knowingly initiate, encourage, assist or participate in any "withhold" or similar campaign with respect to any proposal for consideration at, or other business brought before, any Stockholder Meeting; or (vi) call or seek to call, or request the call of, or initiate a consent solicitation or consent revocation solicitation with respect to, alone or in concert with others, any Stockholder Meeting;

(D) (i) form, join or in any way participate in any group or agreement of any kind with respect to any Voting Securities, other than any such group or agreement solely among the Investor Parties, (ii) grant any proxy, consent or other authority to vote with respect to any matters to be voted on by the Company's stockholders (other than to the named proxies included in the Company's proxy card for any meeting of the Company's stockholders or any stockholder action by written consent or in accordance with this Agreement), or (iii) deposit or agree to deposit any Voting Securities or any securities convertible or exchangeable into or exercisable for any such securities in any voting trust, agreement or similar arrangement or otherwise subject any Voting Securities to any arrangement or agreement with respect to the voting thereof, other than any such voting trust, arrangement, or agreement that is solely among the Investor Parties; provided, however, that nothing herein shall limit the ability of an Affiliate of a member of the Investor Parties to join or in any way participate in a "group" solely among members of the Investor Parties and their Affiliates, so long as any such Affiliate agrees to be subject to, and bound by, the terms and conditions of this Agreement and, if required under the Exchange Act, files a Schedule 13D or an amendment thereof, as applicable, within two Business Days after disclosing that the Investor Parties has formed a group with such Affiliate;

(E) knowingly seek to advise, influence or encourage any person with respect to the voting of (or execution of a written consent in respect of) or disposition of any securities of the Company (other than any advice, influence or encouragement that is consistent with the Board's recommendation in connection with such matter);

(F) make any request for the Company's stockholder list materials or other books and records;

(G) (i) make any proposal with respect to or (ii) make any statement or otherwise knowingly seek to encourage, advise or assist any person in so encouraging or advising with respect to: (A) any change in the composition, number or term of directors serving on the Board or the filling of any vacancies on the Board, (B) any change in the capitalization, dividend policy, or share repurchase programs or practices of the Company, (C) any other change in the Company's management, governance, business, operations, strategy, corporate structure, affairs or policies, (D) any Extraordinary Transaction (other than any public statement regarding how the Investor Parties intend to vote their shares of Common Stock with respect to such Extraordinary Transaction and the reasons therefor), (E) amending or waiving any provision of the Charter or Bylaws, or any actions that may impede or facilitate the acquisition of control of the Company by any person, (F) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange or (G) causing a class of equity securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(H) effect or seek to effect, offer or propose to effect, cause or participate in, knowingly assist or facilitate any other person to effect or seek, offer or propose to effect or participate in, or act in any way that would reasonably be expected to result in or require a public announcement or disclosure related to, any (i) material acquisition of any assets or businesses of the Company or any of its subsidiaries; (ii) tender offer, exchange offer, merger, acquisition, share exchange or other business combination involving any of the Voting Securities or any of the material assets or businesses of the Company or any of its subsidiaries; or (iii) recapitalization, restructuring, liquidation, dissolution or other material transaction with respect to the Company or any of its subsidiaries or any material portion of its or their businesses;

(I) publicly disclose any vote, delivery of consents or consent revocations, or failure to deliver consents or consent revocations, as applicable, by the Investor Parties against the voting recommendations of the Board in connection with a Stockholder Meeting;

(J) comment publicly about any director or the Company's management, policies, strategy, operations, financial results or any transactions involving the Company or any of its subsidiaries;

(K) make or in any way advance any request or proposal that the Company or the Board amend, modify or waive any provision of this Agreement, other than through non-public communication with the Company that would not reasonably be expected to trigger public disclosure obligations for any of the Parties;

(L) take any action challenging the validity or enforceability of any provision of this Section 3 or this Agreement unless the Company is challenging the validity or enforceability of this Agreement; or

(M) enter into any discussions, negotiations, agreements or understandings with any Third Party with respect to any of the foregoing, or knowingly advise, assist, encourage or seek to persuade any Third Party to take any action with respect to any of the foregoing, or otherwise take or cause any action inconsistent with any of the foregoing;

provided, however, that nothing set forth in this Agreement, including, but not limited to, the restrictions in this Section 3, shall prevent the Investor Parties from (i) making any statement to the extent required by applicable law, rule or regulation or legal process, subpoena or legal requirement from any Governmental Authority with competent jurisdiction over the Party from whom information is sought, (ii) communicating privately with the Company's directors or executive officers on any matter directly or indirectly relating to the Company, so long as such private communications would not reasonably be expected to trigger public disclosure obligations for any Party, (iii) tendering shares, receiving payment for shares or otherwise participating in any such transaction on the same basis as the other stockholders of the Company or from participating in any such transaction that has been approved by the Board, or (iv) communicating privately with stockholders of the Company or others when such communication is not made with an intent to otherwise violate, and would not be reasonably expected to result in a violation of, any provision of this Agreement. For the avoidance of doubt, nothing in this Agreement shall be deemed to limit, in any way, the exercise by the New Director of such person's fiduciary duties in such person's capacity as a director of the Company.

4. Mutual Non-Disparagement.

(A) Until the Termination Date, without the prior written consent of the other Party, neither Party shall, nor shall it permit any of its Representatives to, directly or indirectly, in any capacity or manner, make, transmit or otherwise communicate any public statement of any kind, whether verbal, in writing, electronically transferred or otherwise, including, but not limited to, any member of the media, that might reasonably be construed to be derogatory or constitute an ad hominem attack on, or otherwise disparage or defame the other Party or such other Party's Affiliates, subsidiaries, their respective businesses, or their respective current or former directors, officers, or employees.

(B) The restrictions in Section 4(A) shall not (i) apply to (A) any compelled testimony or production of information whether by legal process, subpoena, or as part of a response to a request for information from any governmental or regulatory authority with jurisdiction over the Party from whom information is sought, in each case to the extent required, (B) any statement made in connection with any action to enforce this Agreement, or (C) any disclosure that such Party reasonably believes, after consultation with outside counsel, to be legally required by applicable law, rules or regulations; or (ii) prohibit any Party from reporting what it reasonably believes, after consultation with outside counsel, to be violations of federal law or regulation to any Governmental Authority pursuant to Section 21F of the Exchange Act or Rule 21F promulgated thereunder.

(C) The restrictions in Section 4(A) shall not prevent any Party from responding to any public statement made by the other Party of the nature described in Section 4(A), if such statement by the other Party was made in breach of this Agreement.

5. No Litigation. Each Party hereby covenants and agrees that, prior to the Termination Date, it shall not, and shall not permit any of its Representatives to, directly or indirectly, alone or in concert with others, encourage, pursue, or assist any other person to threaten or initiate any lawsuit, claim, or proceeding before any Governmental Authority (each, a "Legal Proceeding") against the other Party or any of its Representatives, except for (a) any Legal Proceeding initiated primarily to remedy a breach of or to enforce this Agreement, (b) counterclaims with respect to any proceeding initiated by or on behalf of one Party or its Affiliates against the other Party or its Affiliates or (c) any Legal Proceeding with respect to claims of fraud in connection with, arising out of or related to this Agreement; *provided, however*, that the foregoing shall not prevent any Party or any of its Representatives from responding to oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes (each, a "Legal Requirement") in connection with any Legal Proceeding if such Legal Proceeding has not been initiated by, on behalf of, or at the direct or indirect suggestion of such Party or any of its Representatives; provided, further, that in the event any Party or any of its Representatives receives such Legal Requirement, such Party shall give prompt written notice of such Legal Requirement to the other Party (except where such notice would be legally prohibited or not practicable). Each Party represents and warrants that, as of the Effective Date, it has not filed any Legal Proceeding against the other Party.

6. Public Statements; SEC Filings.

(A) Within one Business Day following the date of this Agreement, the Company shall issue a press release announcing this Agreement and the appointment of the New Director (the "Press Release"). The Press Release must mention that Mr. Jamali's appointment to the Board is being made in connection with a cooperative shareholder agreement with the Investor Parties, and the Company shall provide the Investor Parties and their Representatives with a reasonable opportunity to review and comment prior to it being issued and consider in good faith any comments of the Investor Parties and their Representatives.

(B) Within four Business Days following the date of this Agreement, the Company shall file with the SEC a Current Report on Form 8-K setting forth a brief description of the terms of this Agreement and shall file with the SEC this Agreement, if the Company determines that such filing is necessary or appropriate (the "Form 8-K"). The Company shall provide the Investor Parties and their Representatives with a reasonable opportunity to review and comment on the Form 8-K prior to it being filed with the SEC and consider in good faith any comments of the Investor Parties and their Representatives.

(C) Except for the issuance of the Press Release and the filing of the Form 8-K, no Party shall make any public statements about the subject matter of this Agreement or the other Party, except as required by law, Legal Requirement or applicable stock exchange listing rules or with the prior written consent of the other Party and otherwise in accordance with this Agreement; *provided, however*, that the Company shall be permitted to include all or a portion of the disclosure set forth in the Form 8-K referred to in Section 6(B) in future SEC filings if it reasonably determines that such disclosure is necessary or appropriate.

7. Representations and Warranties.

(A) Each of the Investor Parties represents and warrants that it has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, and that this Agreement has been duly and validly executed and delivered by such Investor Party, constitutes a valid and binding obligation and agreement of such Investor Party and is enforceable against such Investor Party in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles. Each of the Investor Parties represents that (i) if such Investor Party is not a natural person, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of its organizational documents as currently in effect and (ii) the execution, delivery and performance of this Agreement by it does not and will not (A) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to it or (B) result in any breach or violation of or constitute a default under or pursuant to (or an event which with notice or lapse of time or both could constitute such a breach, violation or default), or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document (if such Investor Party is not a natural person), agreement, contract, commitment, understanding or arrangement to which it is a party or by which it is bound. Each of the Investor Parties agrees, represents and warrants that it has not entered, and will not enter, into any arrangement or understanding with the New Director with respect to serving as a director of the Company. The Investor Parties represent and warrant that, as of the date of this Agreement, they beneficially own an aggregate of 251,000 shares of Common Stock and have voting power over an aggregate of 251,000 shares of Common Stock.

(B) The Company represents and warrants that it has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, and that this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles. The Company represents and warrants that (i) the execution and delivery of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the Charter or Bylaws as currently in effect and (ii) the execution, delivery and performance of this Agreement by the Company does not and will not (a) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company or (b) result in any breach or violation of or constitute a default under or pursuant to (or an event which with notice or lapse of time or both could constitute such a breach, violation or default), or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document or any material agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

8. Termination. This Agreement shall remain in effect until the earlier of either the 30th calendar day before the deadline under the Bylaws for director nominations and stockholder proposals for the Company's 2027 annual meeting of stockholders, or January 11, 2027.

9. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (A) when delivered by hand, with written confirmation of receipt; (B) upon sending, if sent by electronic mail to the electronic mail addresses below, with confirmation of receipt from the receiving Party by electronic mail; (C) one Business Day after being sent by a nationally recognized overnight carrier to the addresses set forth below; or (D) when actually delivered if sent by any other method that results in delivery, with written confirmation of receipt:

If to the Company:

Inogen, Inc.
500 Cummings Center, Suite 2800
Beverly, Massachusetts 01915
Attn: Kevin P. Smith, General Counsel & EVP. Business Development

If to the Investor Parties:

10. Expenses. The Company shall reimburse the Investor Parties for reasonable and documented out-of-pocket attorneys' fees and related legal and consulting expenses incurred by the Investor Parties in connection with this Agreement and the related activities; *provided, however*, that such reimbursement shall not exceed $7,500 in the aggregate.

11. Governing Law; Jurisdiction; Jury Waiver. This Agreement, and any disputes arising out of or related to this Agreement (whether for breach of contract, tortious conduct or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict of laws principles. The Parties agree that exclusive jurisdiction and venue for any Legal Proceeding arising out of or related to this Agreement shall exclusively lie in the Court of Chancery of the State of Delaware and any appellate court thereof (unless the federal courts have exclusive jurisdiction over the matter, in which case the United States District Court for the District of Delaware and any appellate court thereof will have jurisdiction. Each Party waives any objection it may now or hereafter have to the laying of venue of any such Legal Proceeding, and irrevocably submits to personal jurisdiction in those courts in any such Legal Proceeding and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any court that any such Legal Proceeding brought in those courts has been brought in any inconvenient forum. Each Party consents to accept service of process in any such Legal Proceeding by certified or registered mail, postage prepaid, return receipt requested, addressed to it at the address set forth in Section 9. Nothing contained herein shall be deemed to affect the right of any Party to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

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

13. Certain Definitions and Interpretations. As used in this Agreement:

(A) "Affiliate" (and any plural thereof) has the meanings ascribed to such term under Rule 12b-2 promulgated by the SEC under the Exchange Act and shall include all persons or entities that at any time prior to the Termination Date become Affiliates of any applicable person or entity referred to in this Agreement; *provided, however*, that for purposes of this Agreement, none of the Investor Parties shall be an Affiliate of the Company and the Company shall not be an Affiliate of any of the Investor Parties;

(B) "beneficial ownership," "group," "person," "proxy," and "solicitation" (and any plurals thereof) have the meanings ascribed to such terms under the Exchange Act and the rules and regulations promulgated thereunder; *provided*, that the meaning of "solicitation" shall be without regard to the exclusions set forth in Rules 14a-1(l)(2)(iv) and 14a-2 under the Exchange Act;

(C) "Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of New York or the Commonwealth of Massachusetts are authorized or obligated to be closed by applicable law;

(D) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

(E) "Extraordinary Transaction" means any tender offer, exchange offer, merger, consolidation, acquisition, business combination, sale, spin-off, recapitalization, financing, restructuring, or other transaction with a Third Party;

(F) "Governmental Authority" means any federal, state, local, municipal, or foreign government and any political subdivision thereof, any authority, bureau, commission, department, board, official, or other instrumentality of such government or political subdivision, any self-regulatory organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), including, but not limited to, the SEC and its staff, and any court of competent jurisdiction;

(G) "other Party" means, with respect to the Company, the Investor Parties, and with respect to the Investor Parties, the Company;

(H) "Representatives" means (i) a person's Affiliates and (ii) its and their respective directors, officers, employees, partners, members, managers, consultants, legal or other advisors, agents and other representatives, in each case, acting in a capacity on behalf of, in concert with or at the direction of such person or its Affiliates;

(I) "SEC" means the U.S. Securities and Exchange Commission.

(J) "Stockholder Meeting" means each annual or special meeting of stockholders of the Company, or any action by written consent of the Company's stockholders in lieu thereof, and any adjournment, postponement, rescheduling, continuation or meeting held in lieu thereof;

(K) "Third Party" refers to any person that is not a Party, a member of the Board, a director or officer of the Company, or legal counsel to any Party; and

(L) "Voting Securities" means the Common Stock and any other securities of the Company entitled to vote in the election of directors.

In this Agreement, unless a clear contrary intention appears, (i) the word "including" (in its various forms) means "including, but not limited to;" (ii) the words "hereunder," "hereof," "hereto" and words of similar import are references in this Agreement as a whole and not any particular provision of this Agreement; (iii) the word "or" is not exclusive; (iv) references to "Sections" in this Agreement are references to Sections of this Agreement unless otherwise indicated; and (v) whenever the context requires, references to any gender shall include each other gender.

14. Miscellaneous.

(A) This Agreement, including all exhibits hereto, contains the entire agreement among the Parties and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

(B) This Agreement is solely for the benefit of the Parties and is not enforceable by any other persons.

(C) This Agreement shall not be assignable by operation of law or otherwise by a Party without the consent of the other Party. Any purported assignment without such consent is void ab initio. Subject to the foregoing sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the permitted successors and assigns of each Party.

(D) Neither the failure nor any delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(E) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the Parties that the Parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the Parties agree to use their reasonable best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or unenforceable by a court of competent jurisdiction.

(F) Any amendment or modification of the terms and conditions set forth herein or any waiver of such terms and conditions must be agreed to in a writing signed by each Party.

(G) This Agreement may be executed in one or more textually identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(H) Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed this Agreement with the advice of such counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts relating thereto exchanged among the Parties will be deemed the work product of all of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is hereby expressly waived by each of the Parties, and any controversy over interpretations of this Agreement will be decided without regard to events of drafting or preparation.

(I) The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, or caused the same to be executed by its duly authorized representative, as of the date first above written.

THE COMPANY:

Inogen, Inc.

By: /s/ Kevin Smith
Name: Kevin Smith
Title: President & CEO

THE INVESTOR PARTIES:

Kent Lake Partners LP

By: /s/ Benjamin Natter
Name: Benjamin Natter
Title: Managing Member

Kent Lake PR LLC

By: /s/ Benjamin Natter
Name: Benjamin Natter
Title: Managing Member

Benjamin Natter

/s/ Benjamin Natter

Exhibit 99.1

Inogen Announces the Appointment of Vafa Jamali to Board of Directors

BEVERLY, Mass., April 6, 2026 -- Inogen, Inc. (Nasdaq: INGN), a medical technology company offering innovative respiratory products for use in the homecare setting, today announced the appointment of Vafa Jamali as an independent director to the Inogen Board of Directors (the "Board"), effective on the date of the Company's 2026 Annual Meeting, or June 15th if earlier.

Mr. Jamali is a long-time medical device executive who will bring added depth and expertise to the Board. During his tenure as the Chief Executive Officer of ZimVie, he led the company's Nasdaq listing following the spin-out from Zimmer Biomet and helped each of the businesses (Spine and Dental) through significant portfolio optimization actions to support a turnaround to higher growth and profitability. Prior to ZimVie, most notably, he spent nearly twelve years at Covidien and Medtronic, where he most recently served as Senior Vice President and President of the Respiratory, Gastrointestinal & Informatics division, a $3 billion business that included 10,000 team members across four businesses and 14 manufacturing sites. While leading that division, he played a key role in accelerating growth and expanding margins.

"We are pleased to welcome Vafa to the Board and look forward to benefiting from his unique perspectives," said Beth Mora, Chairperson of the Board. "Throughout his many years of leading medical device companies, Vafa has established a track record of driving strategic execution and delivering sustained growth. As we continue advancing our transformation from a single product oxygen company into a diversified respiratory care platform, we believe Vafa's insight and direction will help guide our management team to execute on its path forward and continue to deliver strong top-line growth and improve profitability."

"Inogen is well positioned to drive meaningful growth, supported by its strong foundation in portable oxygen and an expanded, diversified product portfolio, as healthcare systems continue to shift care into the home," said Mr. Jamali. "The Company's clear strategic direction and improved financial profile provide a solid foundation for the opportunities ahead, and I look forward to working closely with the Board and management to help guide Inogen's continued progress."

"We invested in Inogen because we believe the Company's innovative respiratory product portfolio is uniquely positioned to address growing and unmet patient needs. As Inogen executes on profitable growth, more patient lives are enhanced and the broader healthcare system benefits," said Benjamin Natter, Managing Member of Kent Lake. "Our recent discussions with the Company have reinforced our confidence in the direction Inogen is taking, and we believe Vafa will be a constructive addition to the Board as management continues to execute on its established strategic priorities of driving organic revenue growth, advancing profitability and cash generation, continued product innovation, and disciplined capital allocation."

In connection with Mr. Jamali's appointment, the Company has entered into a cooperation agreement with Kent Lake Partners LP, Kent Lake PR LLC and Benjamin Natter (collectively, "Kent Lake"). The agreement includes customary standstill, voting, and other provisions. The agreement will be filed by the Company with the U.S. Securities and Exchange Commission as an exhibit to a Current Report on Form 8-K.

Evercore is serving as financial advisor to the Company, Covington & Burling LLP is serving as legal counsel and Joele Frank, Wilkinson Brimmer Katcher is serving as strategic communications advisor.

About Inogen
Inogen, Inc. (Nasdaq: INGN) is a leading global medical technology company offering innovative respiratory products for use in the homecare setting. Inogen supports patient respiratory care by developing, manufacturing, and marketing innovative best-in-class respiratory therapy devices used to deliver care to patients suffering from chronic respiratory conditions. Inogen partners with patients, prescribers, home medical equipment providers, and distributors to make its respiratory therapy products widely available, allowing patients the chance to manage the impact of their disease.

For more information, please visit www.inogen.com.

Inogen has used, and intends to continue to use, its Investor Relations website, http://investor.inogen.com/, as a means of disclosing material non-public information and for complying with its disclosure obligations under Regulation FD.

Forward-Looking Statements
This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this communication that are not historical facts, including, but not limited to, statements regarding Inogen's future business plans, market opportunities, financial outlook, growth strategies, and anticipated operational results, are forward-looking statements. Words such as "aims," "believes," "anticipates," "plans," "expects," "will," "intends," "potential," "possible," and similar expressions are intended to identify forward-looking statements. Forward-looking statements are subject to numerous risks and uncertainties that could cause actual results to differ materially from currently anticipated results, including but not limited to, risks and uncertainties relating to Inogen's 2026 annual meeting of stockholders; its 2026 first quarter and full year financial guidance; market acceptance of its products; competition; its sales, marketing and distribution capabilities; its planned sales, marketing, and research and development activities; and risks associated with international operations. Information on these and additional risks, uncertainties, and other information affecting Inogen's business operating results are contained in its Annual Report on Form 10-K for the period ended December 31, 2025, and in its other filings with the Securities and Exchange Commission. These forward-looking statements speak only as of the date hereof. Inogen disclaims any obligation to update these forward-looking statements except as may be required by law.

Contact
ir@inogen.net