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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2026

OR

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

Commission file number 001-41941

Ionic Digital Inc.

(Exact name of registrant as specified in its charter)

Delaware	**99-0565447**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
650 Massachusetts Avenue NW, 6th Floor Washington, District of Columbia	**20001**
(Address of Principal Executive Offices)	(Zip Code)

(754) 273-6593

Registrant's telephone number, including area code

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	IOND	The Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		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.

☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes ☐ No ☒

As of November 10, 2026, the number of shares outstanding of the Registrant’s common stock was 44,996,175.

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Forward-Looking Statements

This Quarterly Report on Form 10-Q (the "Quarterly Report") includes forward-looking statements that reflect our plans, beliefs, expectations and current views with respect to, among other things, future events and financial performance. These forward-looking statements are based on the historical financial information and our current plans, estimates and projections in light of information currently available to us, and therefore you should not place undue reliance on them. The inclusion of this forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved. Forward-looking statements made in this Quarterly Report speak only as of its date, and we undertake no obligation to update them in light of new information or future events, except as required by law.

Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts and are often characterized by the use of words such as "anticipates," "believes," "estimates," "expects," "intends," "may," "projects," "plans," or by discussions of strategy, plans or intentions. Such forward-looking statements involve known and unknown risks, uncertainties, assumptions and other important factors that could cause our actual results, performance or achievements, or industry results, to differ materially from historical results or any future results, performance or achievements expressed, suggested or implied by such forward-looking statements. Some of the risks, uncertainties and other important factors that could cause results to differ from those currently expected, or that otherwise could impact us, include, but are not limited to:

- our ability to secure and retain customers on commercially reasonable terms or at all in our digital infrastructure business;
- our ability to establish and maintain a customer base for our digital infrastructure business and customer concentration;
- our ability to procure sufficient power for our digital infrastructure solutions and bitcoin mining operations, and to obtain required regulatory approvals to increase energy capacity;
- business interruptions, including due to power outages, shortages, capacity constraints, catastrophic disasters or other events;
- our ability to access sufficient capital for future strategic growth initiatives;
- additional bitcoin mining capacity from competing bitcoin miners decreases our effective network hashrate market share, and if we are unable to grow our hashrate at pace with the global network hashrate, our chance of earning bitcoin from our mining operations will decline;
- our third-party contract manufacturers, pool service providers, component suppliers and energy providers, some of which are sole source and limited source suppliers;
- the price volatility of bitcoin, the digital currency native to the Bitcoin network;
- our financial and business performance, including financial projections and business metrics;
- the dependence of our revenues on general economic conditions and the willingness of enterprises to invest in technology;
- our ability to establish and maintain proper and effective internal control over financial reporting;
- our commercial partnerships and business relationships;
- the effects of competition and regulation on our business;
- breaches of the security of our information systems, products or services or of the information systems of our third-party providers;
- potential litigation and other claims, including for infringement, which could cause us to incur significant expenses or prevent us from selling our products or services;
- environmental, health and safety, laws, regulations, costs and other liabilities; and
- other factors detailed under the section titled "Risk Factors" in the final prospectus filed on July 28, 2026 pursuant to Rule 424(b) in connection with our direct listing (the "Prospectus").

The factors identified above should not be construed as an exhaustive list of factors that could affect our future results and should be read in conjunction with the other cautionary statements that are included in this Quarterly Report. Furthermore, new risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us. These risks and uncertainties include, but are not limited to, those factors described under the heading “Risk Factors” in the Prospectus. If any of these trends, risks or uncertainties actually occurs or continues, our business, revenue and financial results could be harmed, and the trading prices of our shares of Class A common stock (the “Class A common stock”) could decline. All forward-looking statements attributable to us are expressly qualified in their entirety by this cautionary note.

Part I. Financial Information
Item 1. Unaudited Financial Statements

IONIC DIGITAL INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(in thousands of US $, except share data)

	September 30, 2026	December 31, 2025
ASSETS		
Current assets:		
Cash and cash equivalents	$ 381,422	$ 43,510
Cryptocurrency assets	246,893	237,947
Deferred rent receivable	85,176	—
Other receivables, current (net of $0.0 million and $5.1 million allowance for credit losses as of September 30, 2026 and December 31, 2025, respectively)	1,659	10,460
Prepaid expenses and other current assets	8,489	11,427
Assets held for sale	2,186	—
Total current assets	725,825	303,344
Non-current assets:		
Property and equipment, net	68,670	76,156
Deferred initial direct leasing costs	6,297	6,803
Other receivables, non-current (net of $3.3 million allowance for credit losses as of September 30, 2026 and December 31, 2025)	370	370
Deposits and other non-current assets	2,298	2,253
Goodwill	161,608	161,608
Deferred tax assets, net	37,032	54,470
Total non-current assets	276,275	301,660
TOTAL ASSETS	**$ 1,002,100**	**$ 605,004**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Deferred digital infrastructure leasing revenue	—	39,793
Accounts payable	7,557	1,720
Accrued expenses and other current liabilities	9,895	19,159
Total current liabilities	17,452	60,672
Non-current liabilities:		
Non-current portion of lease liability	184	170
Warrant liability	99,962	—
Other non-current liabilities	896	755
Total non-current liabilities	101,042	925
TOTAL LIABILITIES	**$ 118,494**	**$ 61,597**
Commitments and contingencies (Note 15)		
Stockholders' Equity:		
Preferred stock, $0.00001 par value, 15,000,000 shares authorized, none issued and outstanding as of September 30, 2026 and December 31, 2025	—	—
Class A common stock, $0.00001 par value, 1,000,000,000 shares authorized, 44,996,175 shares and 37,374,261 issued and outstanding as of September 30, 2026 and December 31, 2025, respectively	—	—
Additional paid-in capital	1,122,035	750,985
Accumulated deficit	(238,429)	(207,578)
TOTAL STOCKHOLDERS' EQUITY	**$ 883,606**	**$ 543,407**
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	**$ 1,002,100**	**$ 605,004**

See Accompanying Notes to Condensed Consolidated Financial Statements.

IONIC DIGITAL INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(in thousands of US $, except per share data)

	Three Months Ended		Nine Months Ended	
	September 30, 2026	**September 30, 2025**	**September 30, 2026**	**September 30, 2025**
Revenue:				
Cryptocurrency mining	$ 5,082	$ 37,096	$ 17,281	$ 115,369
Digital infrastructure leasing	43,884	—	131,728	—
Other	23	—	67	—
Total revenue	48,989	37,096	149,076	115,369
Operating expenses:				
Cost of mining revenues (exclusive of depreciation and amortization)	5,046	26,579	13,709	74,048
Cost of digital infrastructure solutions revenues (exclusive of depreciation)	203	—	877	—
Depreciation and amortization	4,477	17,217	14,966	50,601
General and administrative expenses	25,753	10,114	61,449	28,011
(Gain) loss on fair value of cryptocurrency	(73,150)	(6,379)	8,377	(7,711)
Realized gain on sale of cryptocurrency assets	—	(11,215)	—	(43,625)
(Gain) loss on sale of property and equipment	(242)	6,259	302	6,238
Other operating expenses, net	195	249	577	749
Total operating expenses	(37,718)	42,824	100,257	108,311
Operating income (loss)	**86,707**	**(5,728)**	**48,819**	**7,058**
Other income (expense)				
Interest income	3,303	250	3,809	950
Realized loss on cryptocurrency derivatives	—	(74)	—	(204)
Change in fair value of warrant liabilities	(65,901)	—	(65,901)	—
Loss on litigation settlement	—	—	—	(8,079)
Total other income (expense), net	(62,598)	176	(62,092)	(7,333)
Income (loss) before provision for income taxes	24,109	(5,552)	(13,273)	(275)
Provision for (benefit from) income taxes	6,671	(1,047)	17,578	347
Net income (loss)	**$ 17,438**	**$ (4,505)**	**$ (30,851)**	**$ (622)**
Less: Income allocated to Series A Preferred Stock	$ (890)	$ —	$ —	$ —
Net income (loss) available to common stockholders	**$ 16,548**	**$ (4,505)**	**$ (30,851)**	**$ (622)**
Net income (loss) per share:				
Basic	$ 0.39	$ (0.12)	$ (0.79)	$ (0.02)
Diluted	$ 0.38	$ (0.12)	$ (0.79)	$ (0.02)
Weighted-average shares used to compute net income (loss) per share:				
Basic	42,688,649	37,374,261	39,165,190	37,374,261
Diluted	45,568,320	37,374,261	39,165,190	37,374,261

See Accompanying Notes to Condensed Consolidated Financial Statements.

IONIC DIGITAL INC.
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN MEZZANINE AND STOCKHOLDERS' EQUITY
(Unaudited)
(in thousands of US $, except share data)

	Stockholders' Equity							Mezzanine Equity	
	Series Z Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity	Series A Convertible Preferred Stock	
	Shares	Amount	Shares	Amount				Shares	Amount
Balance as of December 31, 2025	**—**	$ —	37,374,261	$ —	$ 750,985	$ (207,578)	**$ 543,407**	**—**	**$ —**
Stock-based compensation	—	—	—	—	6,448	—	**6,448**	—	—
Net loss	—	—	—	—	—	(12,984)	**(12,984)**	—	—
Balance as of March 31, 2026	—	**$ —**	**37,374,261**	**$ —**	**$ 757,433**	**$ (220,562)**	**$ 536,871**	—	—
Issuance of Series Z Preferred Stock	40,000	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**
Issuance of Series A Preferred Stock, net of issuance costs	—	**—**	**—**	**—**	**—**	**—**	**—**	7,547,166	350,547
Stock-based compensation	**—**	**—**	**—**	**—**	8,990	**—**	**8,990**	**—**	**—**
Net loss	—	—	—	—	—	(35,305)	**(35,305)**	—	—
Balance as of June 30, 2026	**40,000**	**$ —**	**37,374,261**	**$ —**	**$ 766,423**	**$ (255,867)**	**$ 510,556**	**7,547,166**	**350,547**
Redemption of Series Z Preferred Stock	(40,000)	—	—	—	—	—	—	—	—
Issuance of common stock for vesting of share based awards	—	—	74,748	—	—	—	—	—	—
Conversion of Series A Preferred Stock	— —	—	7,547,166	—	350,547	—	**350,547**	(7,547,166)	(350,547)
Stock-based compensation	—	—	—	—	4,908	—	**4,908**	—	—
Net income	—	—	—	—	—	17,438	**17,438**	—	—
Issuance costs adjustments	—	—	—	—	157	—	**157**	—	—
Balance as of September 30, 2026	—	**$ —**	**44,996,175**	**$ —**	**$ 1,122,035**	**$ (238,429)**	**$ 883,606**	—	**$ —**

IONIC DIGITAL INC.
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN MEZZANINE AND STOCKHOLDERS' EQUITY
(Unaudited)
(in thousands of US $, except share data)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance as of December 31, 2024	37,374,261	**$ —**	$ 747,485	$ 40,145	**$ 787,630**
Net loss	—	—	—	(28,031)	**(28,031)**
Balance as of March 31, 2025	37,374,261	**$ —**	**$ 747,485**	**$ 12,114**	**$ 759,599**
Net income	—	—	—	31,914	**31,914**
Balance as of June 30, 2025	37,374,261	**$ —**	**$ 747,485**	**$ 44,028**	**$ 791,513**
Net loss	—	—	—	**(4,505)**	**(4,505)**
Balance as of September 30, 2025	37,374,261	**$ —**	**$ 747,485**	**$ 39,523**	**$ 787,008**

See Accompanying Notes to Condensed Consolidated Financial Statements for further detail.

IONIC DIGITAL INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(in thousands of US $)

	Nine Months Ended September 30,	
	2026	**2025**
Cash flows from operating activities:		
Net loss	$ (30,851)	$ (622)
Adjustments to reconcile net loss to net cash used in operating activities:		
Mining revenue received in bitcoin	(17,281)	(115,369)
Hosting costs paid in bitcoin	—	592
Depreciation and amortization	14,966	50,601
Loss (gain) on the fair value of cryptocurrency assets	8,377	(7,711)
Realized gain on sale of cryptocurrency assets	—	(43,625)
Loss on sale of property and equipment	302	6,238
Deferred initial direct leasing costs	506	—
Change in fair value of warrant liabilities	65,901	—
Non-cash lease expense	73	19
Stock-based compensation expense	20,346	—
Provision for credit losses	—	1,940
Deferred income taxes, net	17,433	(58)
Changes in assets and liabilities		
Prepaid expenses and other current assets	2,938	(10,962)
Other receivables	8,759	(634)
Deferred rent receivable	(85,176)	—
Accounts payable and other accrued liabilities	(3,448)	3,795
Deferred digital infrastructure leasing revenue	(39,793)	—
Deposits and other non-current assets	(11)	3,300
Non-current liabilities	115	404
Net cash used in operating activities	**(36,844)**	**(112,092)**
Cash flows from investing activities:		
Purchases of property and equipment	(12,687)	(4,838)
Proceeds from the sale of mining equipment	659	21
Proceeds from assets held for sale	3,471	—
Proceeds from sale of cryptocurrency assets	—	91,606
Net cash provided by (used in) investing activities	**(8,557)**	**86,789**
Cash flows from financing activities:		
Payment of preferred stock and warrant issuance costs	(16,687)	—
Proceeds from issuance of warrants	34,061	—
Proceeds from issuance of Series A preferred stock	365,939	—
Net cash provided by financing activities	**383,313**	**—**
Net increase (decrease) in cash and cash equivalents	337,912	(25,303)
Cash and cash equivalents at the beginning of the period	43,510	48,393
Cash and cash equivalents at the end of the period	$ 381,422	$ 23,090
Supplemental schedule of non-cash financing and investing activities:		
Assumption of liability for the acquisition of property and equipment	1,394	1,824
Conversion of Series A preferred stock to Class A common stock	350,547	—
ROU assets obtained from new lease liabilities	123	—

IONIC DIGITAL INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1. ORGANIZATION

Nature of operations and corporate information

Ionic Digital Inc. (together with its consolidated subsidiaries, "Ionic Digital," or the "Company") was formed on January 5, 2024 to acquire substantially all of the assets and assume certain liabilities of Celsius Mining, LLC ("Celsius Mining") pursuant to the Chapter 11 bankruptcy plan of reorganization (the "Plan"), which was confirmed by the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on November 9, 2023. Pursuant to the Plan, at the close of business on January 31, 2024 (the "Plan Effective Date"), the Company, through its wholly owned subsidiary Ionic Digital Treasury Inc., entered into a Master Conveyance Agreement with Celsius Mining and acquired substantially all the assets and assumed certain liabilities from Celsius Mining (the "Business Combination"). As a result of the Business Combination, the Company initiated its cryptocurrency mining operations, generating revenue through the mining of bitcoin, a digital asset operating on a decentralized, open-source blockchain network.

Subsequent to the Business Combination, the Company solely operated a fleet of application-specific integrated circuit ("ASIC") mining machines ("miners") at both hosted and owned or leased facilities. However, on October 14, 2025, the Company entered into a lease arrangement for its Ward County facility (previously referred to as "Cedarvale" in Company communications), resulting in a new operating segment which provides digital infrastructure solutions (refer to Note 8 – Leases for additional information). The Company's cryptocurrency mining segment continues to operate four facilities located in Midland, Texas.

On July 28, 2026, the Company completed the direct listing of the Company's Class A common stock, upon which all outstanding shares of its Series A Preferred Stock automatically converted into shares of Class A common stock. See further information in Note 13.

NOTE 2. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and the rules and regulations of the SEC. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, these unaudited condensed consolidated financial statements reflect all adjustments, including those of a normal and recurring nature, which are necessary for a fair presentation of the results for the interim periods presented. The Company's interim financial statements are condensed and should be read in conjunction with the Company's latest audited annual consolidated financial statements included in the final prospectus filed on July 28, 2026. The results of operations for the three and nine months ended September 30, 2026, are not necessarily indicative of the results to be expected for the year ending December 31, 2026.

Immaterial Out-of-Period Corrections

During the three months ended September 30, 2026, the Company identified and corrected a cumulative overstatement of stock-based compensation expense of approximately $3.5 million, comprising $3.0 million attributable to the six months ended June 30, 2026 and $0.5 million attributable to the three months ended December 31, 2025. The Company concluded that the error was qualitatively and quantitatively immaterial to each respective period and that the correction was immaterial to expected results of operations for the year ended December 31, 2026.

Principles of Consolidation

The accompanying condensed consolidated financial statements include the accounts of the Company and its wholly owned and controlled subsidiaries. Intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the Company's condensed consolidated financial statements in conformity with US GAAP requires management to make estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include estimates used to review the Company's goodwill allocation and impairment, impairment of long-lived assets, allowance for credit losses, income taxes, warrant liability valuation, and stock-based compensation.

Management bases its estimates of the carrying value of certain assets and liabilities on historical experience and on various other assumptions that it believes to be reasonable under the circumstances when these carrying values are not readily available from other sources. Making estimates requires management to exercise significant judgment and it is at least reasonably possible that the estimate of the effect of a condition, situation, or set of circumstances that existed at the date of the financial statements, which management considered in formulating its estimate, could change in the near term due to one or more future confirming events. Accordingly, actual results may differ materially from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with original maturities of three months or less. These investments may include money market funds, certificates of deposit, and other short-term instruments.

Concentrations of credit risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents. At times throughout the year, the Company has maintained cash balances in several bank accounts in excess of FDIC limits. The cash balance in excess of the FDIC limits was immaterial as of September 30, 2026 and December 31, 2025. The Company's cash equivalents include investments in money market funds, primarily the Fidelity Investments Money Market Government Portfolio - Institutional Class (FRGXX), which invests at least 99.5% of its assets in cash, U.S. government securities, and repurchase agreements collateralized by such securities. At September 30, 2026 and December 31, 2025, the fair value of these investments was $376.9 million and $42.1 million, respectively. These funds are not insured by the FDIC, but maintain a stable net asset value of $1.00 per share and are subject to Securities and Exchange Commission ("SEC") diversification and liquidity requirements under Rule 2a-7. The Company has no significant concentrations of credit risk from these holdings beyond U.S. sovereign credit exposure. As of September 30, 2026, the Company's bitcoin was held with a single third-party custodian. The accounts offered by the custodian of the Company's bitcoin are not insured by the FDIC. The uninsured fair value of the Company's bitcoin holdings totaled $246.9 million and $237.9 million as of September 30, 2026 and December 31, 2025, respectively. The Company has not experienced any losses in such accounts.

The Company has certain customers and vendors who individually represent 10% or more of the Company's revenue or capital expenditures.

Prepaid Expenses

The Company records a prepaid expense for costs paid, but not yet incurred. Those expected to be incurred within one year are recognized and shown within Current assets on the Company's Condensed Consolidated Balance Sheet. Any costs expected to be incurred outside of one year would be included within Deposits and other non-current assets on the Company's Condensed Consolidated Balance Sheet.

Allowance for Credit Losses

Management estimates an allowance for credit losses using relevant available information from both internal and external sources relating to past events, current conditions, and reasonable and supportable forecasts. Changes in the allowance for credit losses are recorded within General and administrative expenses, in the Condensed Consolidated Statements of Operations.

Fair value measurements

The Company accounts for financial assets and liabilities in accordance with ASC 820, Fair Value Measurement ("ASC 820"), which defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The fair value hierarchy requires an entity to maximize the use of observable inputs when measuring fair value and classifies those inputs into three levels:

- Level 1 - Quoted prices in active markets for identical assets or liabilities. These are typically obtained from real-time quotes for transactions in active exchange markets involving identical assets.
- Level 2 - Quoted prices for similar assets and liabilities in active markets; quoted prices included for identical or similar assets and liabilities that are not active; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets. These are typically obtained from readily available pricing sources for comparable instruments.
- Level 3 - Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Observable inputs are based on market data obtained from independent sources, while unobservable inputs are based on market assumptions. Unobservable inputs require significant management judgment or estimation. In some cases, the inputs used to measure an asset or liability may fall into different levels of the fair value hierarchy. In those instances, the fair value measurement is required to be classified using the lowest level of input that is significant to the fair value measurement. Such determination requires significant management judgment.

Cryptocurrency assets

Cryptocurrency assets held by the Company as of September 30, 2026 and December 31, 2025, consisted entirely of bitcoin. All cryptocurrency asset holdings are classified as current assets in the accompanying balance sheets due to the Company's ability to sell the cryptocurrency assets in a highly liquid marketplace and its intent to liquidate its cryptocurrency assets to support operations, capital expenditures, or for treasury management as needed.

Bitcoin received by the Company through its mining activities is accounted for in connection with the Company's revenue recognition policy disclosed below.

Cryptocurrency assets are recorded at fair value. The Company determines the fair value of cryptocurrency assets in accordance with ASC 820. The fair value of bitcoin is measured using the period-end closing bitcoin price from its principal market, Coinbase Global, Inc. ("Coinbase"). The Company utilizes the bitcoin spot price as of 23:59:59 UTC. For the three and nine months ended September 30, 2026 and 2025, the changes in fair value are recognized as Gain (loss) on fair value of cryptocurrency within Operating expenses on the Condensed Consolidated Statements of Operations.

The proceeds from sales of cryptocurrency assets are included within investing activities in the accompanying Condensed Consolidated Statements of Cash Flows, as the Company intends to liquidate its cryptocurrency assets only as needed to cover operating costs and expenses within its operating cycle. In accordance with ASC 350-60, the Company discloses realized gains and losses from the sale of cryptocurrency assets and such gains and losses are measured as the difference between the cash proceeds and the cost basis of the asset as determined on a First In-First Out basis.

Property and equipment, net

Property and equipment is stated at cost less depreciation accumulated using the straight-line method over the estimated useful lives of the assets. Construction-in-progress is the construction or development of assets that have not yet been placed in service for their intended use, and therefore, are not depreciated until the work is completed and the assets are placed in service. Depreciation of mining equipment, machinery and facilities equipment, buildings, and leasehold improvements also commences once assets are placed in service. Land is not depreciated.

Costs of maintenance, repairs, and minor parts replacements are expensed when incurred. Upon the sale or retirement of property and equipment, the cost and accumulated depreciation and amortization are removed from the Company's balance sheets with the resulting gain or loss, if any, reflected in the Company's Condensed Consolidated Statements of Operations.

The estimated useful lives of the assets are as follows:

	Years
Computer equipment	3
Mining equipment	1-3
Machinery and facility equipment[(1)]	7-20
Buildings	10-20
Land Improvement	15

[(1)] Machinery and facility equipment primarily includes containers, electrical parts, cables, and transformers.

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of such asset groups may not be fully recoverable. The asset groups to be held and used that are subject to impairment review represent the lowest level of identifiable cash flows that are largely independent of other groups of assets and liabilities.

Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to undiscounted future cash flows expected to be generated by the asset. If such assets are considered unrecoverable, the impairment loss to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

Assets Held for Sale

The Company classifies long-lived assets to be sold as held for sale in the period in which all of the following criteria are met:

1. Management, having the authority to approve the action, commits to a plan to sell the asset;
2. The asset is available for immediate sale in its present condition subject only to terms that are usual and customary for sales of such assets;
3. An active program to locate a buyer and other actions required to complete the plan to sell the asset have been initiated;
4. The sale of the asset is probable, and transfer of the asset is expected to qualify for recognition as a completed sale within one year, except if events or circumstances beyond the Company's control extend the period of time required to sell the asset beyond one year;
5. The asset is being actively marketed for sale at a price that is reasonable in relation to its current fair value; and
6. Actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn.

The Company initially measures long-lived assets that are classified as held for sale at the lower of their carrying amount or fair value less any costs to sell. Any loss resulting from remeasurement is recognized in the period in which the held-for-sale criteria are met. Conversely, potential gains are not recognized on long-lived assets until the date of sale. The Company assesses the fair value of a long-lived asset, less any costs to sell, in each reporting period it remains classified as held for sale, and reports any subsequent changes as an adjustment to the carrying value of the asset, as long as the new carrying value does not exceed the carrying value of the asset at the time it was initially classified as held for sale. Refer to Note 6 – Assets Held for Sale for further information.

Recognition of Cryptocurrency Mining Revenue

Ionic Digital participates in a third-party operated mining pool to which the Company provides the service of performing hash calculations, an output of the Company's ordinary activities. Through July 29, 2026, the Company's mining pool operator was Foundry Digital LLC ("Foundry"). On July 29, 2026, the Company entered into a Mining Pool Hashrate Purchase Agreement with Luxor Technology Corporation ("Luxor") and began directing its hashrate to the Luxor mining pool on July 30, 2026. The change in mining pool operator did not change the Company's revenue recognition policy. Differences in the terms of the two arrangements are described below.

The Company recognizes revenue under ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). The core principle of this standard is that a company should recognize revenue to depict the transfer of promised goods or services to customers at an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The following five steps are applied to achieve that core principle:

Step 1: Identify the contract with the customer

Step 2: Identify the performance obligations in the contract

Step 3: Determine the transaction price

Step 4: Allocate the transaction price to the performance obligations in the contract

Step 5: Recognize revenue when the Company satisfies a performance obligation

Step 1: The Company has identified the third-party mining pool operator as its customer (the "Customer"). The Company enters into a contract with the Customer to provide its hash calculations to the Customer's mining pool. The Company may terminate its contract with the Customer at any time upon notice without penalty, while the Customer may suspend or terminate the Company's access to the pool only for noncompliance with the pool's terms of service or upon a force majeure event. Because the Company's enforceable right to consideration arises only as it provides hash calculations, the contract term is shorter than a 24-hour period and the contracts are continuously renewed.

Applying the criteria per ASC 606-10-25-1, the contract arises at the point that the Company provides hash calculations to the Customer's mining pool, which is considered contract inception, because Customer consumption is in tandem with delivery of the hash calculations.

Step 2: To identify the performance obligations in a contract with a customer, a company must assess the promised goods or services in the contract and identify each promised good or service that is distinct. A performance obligation meets ASC 606's definition of a "distinct" good or service (or bundle of goods or services) if both of the following criteria are met:

- The customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (i.e., the good or service is capable of being distinct), and
- The entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (i.e., the promise to transfer the good or service is distinct within the context of the contract).

The Company has identified a single performance obligation of providing hash calculations for the mining pool operator. The continuous renewal options do not represent material rights because they do not provide the Customer with the right to purchase additional goods or services at a discount. Specifically, each renewed contract is priced at the pool fee rate then in effect, which is consistent with market rates. The pool fee rate is set by tier based on the Company's average hashrate and may be changed by the Customer upon 30 days' notice; accordingly, renewed contracts may not carry the same rate, and there are no upfront or incremental fees in the initial contract. The Company has full control of the mining equipment used in the mining pool, and if the Company determines it will increase or decrease the hashrate (the speed at which mining equipment can perform hash calculations) of its machines and/or fleet (i.e., for repairs or when power costs are excessive), the hashrate provided to the Customer will correspondingly increase or decrease.

Step 3: The transaction price is the amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer. The consideration promised in a contract with a customer may include fixed amounts, variable amounts, or both. When determining the transaction price, an entity must consider the effects of all the following:

- Variable consideration
- Constraining estimates of variable consideration
- The existence of a significant financing component in the contract

- Noncash consideration
- Consideration payable to a customer

Variable consideration is included in the transaction price only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Other than potential compensation under the Customer's uptime commitment described below, there are no other forms of variable consideration such as discounts, rebates, credits, price concessions, incentives, performance bonuses, penalties, or other similar items. Under the Luxor agreement, the Customer commits to 98% monthly pool uptime, and compensation for any shortfall is constrained until the monthly result is determinable; no material uptime compensation was earned during the three months ended September 30, 2026.

In exchange for providing hash calculations the Company is entitled to receive noncash consideration, payable in bitcoin, from the mining pool operator. Bitcoin earned and recognized is variable from day to day based on the payout model. Under the Luxor agreement, the Customer purchases the Company's hashrate at a discount to the Customer's spot Full Pay Per Share ("FPPS") rate, with the discount representing the pool fee. Under the Foundry agreement, compensation was determined using Foundry's FPPS payout model. Under both arrangements, FPPS is based on two components, (1) a fractional share of the fixed crypto asset award from the mining pool operator (referred to as a "network block subsidies") and (2) network transaction fees generated from (paid by) blockchain users to execute transactions and distributed (paid out) to individual miners by the mining pool. The Company's total compensation is calculated as the sum of the Company's share of (1) Network Block Subsidies and (2) Network Transaction Fees, less Pool Operating Fees.

"Network Block Subsidies" means the total amount of block subsidies that are expected to be generated on the Bitcoin network during the 24-hour period beginning at 00:00:00 UTC daily (i.e., the measurement period) and ending at 23:59:59 UTC the same day, regardless of whether the mining pool operator successfully records a block to the blockchain.

The Company's share of Network Block Subsidies earned for each measurement period is determined by dividing (a) the total amount of hashrate Ionic Digital provides to the mining pool operator, by (b) the total Bitcoin network's implied hashrate (as determined by the Bitcoin network difficulty), multiplied by (c) the Network Block Subsidies.

"Network Transaction Fees" means the total amount of transaction fees that are generated on the Bitcoin network during the measurement period.

The Company's share of Network Transaction Fees earned for each measurement period is determined by dividing (a) the total amount of Network Transaction Fees, by (b) the total amount of Network Block Subsidies that are generated on the Bitcoin network, multiplied by (c) Ionic Digital's share of Network Block Subsidies.

"Pool Operating Fees" means the discount to the FPPS rate at which the mining pool operator purchases the Company's hashrate (Luxor) or the fee charged by the mining pool operator (Foundry), in each case as set forth in the fee schedule to the applicable mining pool contract. The Pool Operating Fees reduce the total amount of compensation the Company receives and are only incurred to the extent that it has generated mining revenue during the measurement period.

The Customer provides services solely for bitcoin mining and the pool fee rate during the three months ended September 30, 2026 was 0.9%. The Pool Operating Fees are part of the contractual price for the Company's hash calculations rather than consideration payable to a customer; accordingly, revenue is recognized net of the Pool Operating Fees.

For each contract, the Company measures the consideration at fair value based on the quoted price of bitcoin in its principal market at 00:00:00 UTC on the day the hash calculations are provided, as reported by Coin Metrics. The Company has determined that this daily pricing convention does not produce results materially different from measuring consideration at the inception of each contract. The Company recognizes this noncash consideration on the same day that control of the contract service transfers to the mining pool operator, which is the same day as contract inception.

Daily settlements are made to the Company by the Customer based on the hash calculations provided over the contract periods over a 24-hour period and the payout is made the following day.

There is no significant financing component, deferred revenue, or other obligations in these transactions since there are no payments in advance of the performance, and there are no remaining performance obligations after providing hash calculations.

Step 4: The transaction price is allocated to the single performance obligation of providing hash calculations to the customer.

Step 5: The Company's performance is completed over time as the customer obtains control of the contributed hashrate. The performance obligation of hash calculations is fulfilled over time, as opposed to a point in time, because the Company provides the hash calculations throughout the contract period and the customer simultaneously obtains control of the service and uses it to produce bitcoin.

Recognition of leasing revenue

The Company generates revenue from an agreement to provide digital infrastructure solutions at its Ward County facility. The arrangement has both lease and non-lease components, and the arrangement will primarily be accounted for in accordance with ASC 842, *Leases* ("ASC 842"), while certain non-lease components will be accounted for in accordance with ASC 606.

See further discussion in – *Leases* herein, as well as in Note 8 – Leases.

Stock-based Compensation

The Company recognizes stock-based compensation expense for all stock-based awards made to employees, directors, consultants, and service providers, if any, based upon the estimated grant-date fair value of the awards.

The grant date fair value of stock-based compensation awards is amortized over the vesting period, which is defined as the period during which a recipient is required to provide service in exchange for an award. The Company generally uses the accelerated attribution method for all awards with graded vesting. Awards with graded vesting subject only to a service condition are expensed over the vesting period on a straight-line basis for each separately vesting tranche. The Company accounts for forfeitures of stock-based awards as they occur.

For more complex performance awards, including awards with market conditions, the fair value is estimated using Monte-Carlo simulations, which take into account the exercise price, the term of the option or the restricted stock units ("RSUs"), the impact of dilution, the share price at grant date, expected price volatility of the underlying share, the expected dividend yield and the risk-free interest rate for the term of the option, together with non-vesting conditions that do not determine whether the Company receives the services that entitle the employees to receive payment.

In accordance with ASC 718, *Stock Compensation* ("ASC 718"), stock-based compensation for awards with market conditions is recognized over the requisite service period for each tranche of awards regardless of whether the market condition is ultimately achieved and will only be adjusted to the extent the service condition is not met. The requisite service period is the service period derived from the Monte Carlo simulation model plus an additional six-month required service period. The requisite service period will be revised if the market conditions are met prior to the derived service period.

If stock-based awards are modified, as a minimum, an expense is recognized as if the modification has not been made. An additional expense is recognized, over the remaining vesting period, for any modification that increases the total fair value of the stock-based compensation benefit as of the date of modification.

If stock-based awards are cancelled or settled during the vesting period (other than a grant cancelled by forfeiture when the vesting conditions are not satisfied), this is treated as an acceleration of vesting and the amount that otherwise would have been recognized for services received over the remainder of the vesting period will be recognized immediately through stock-based compensation expense in earnings.

The Company classifies its stock-based compensation within "General and administrative expenses" on the Condensed Consolidated Statements of Operations. Refer to Note 11 – Stock-based Compensation.

Leases

Leases are accounted for in accordance with ASC 842, *Leases* ("ASC 842"). The Company has lease arrangements both as a lessor and a lessee. At the inception of an arrangement, the Company determines whether the contract is or contains a lease based on specific facts and circumstances, the existence of an identified asset, if any, and the Company's control over the use of the identified asset, if applicable.

Lessor

The Company determines whether an arrangement is, or contains, a lease at inception. An arrangement contains a lease when it conveys to the customer the right to control the use of an identified asset for a period of time in exchange for consideration. The Company classifies each lease at commencement as a sales-type, direct financing, or operating lease in accordance with ASC 842, Leases. Leases that do not meet the criteria for sales-type or direct financing classification are accounted for as operating leases. For operating leases, fixed lease payments are recognized as revenue on a straight-line basis over the lease term, and variable lease payments are recognized as revenue in the period in which they are earned. The underlying assets remain on the Company's balance sheet within property and equipment and continue to be depreciated over their estimated useful lives.

On October 14, 2025, the Company entered into an arrangement to provide digital infrastructure solutions to a customer at its Ward County facility. The arrangement includes both lease and non-lease components, certain of which are directly related to the lease components and the Company has elected to combine those related lease and non-lease components. The Company accounts for the combined lease and non-lease components as Digital infrastructure leasing revenue in the Condensed Consolidated Statements of Operations. See further discussion in Note 8 – Leases.

Lessee

The Company categorizes leases with contractual terms longer than twelve months as either operating or finance. Finance leases are generally those leases that allow the Company to substantially utilize or pay for the entire asset over its estimated life. All other leases are categorized as operating leases and related expenses are recognized on a straight-line basis over the term of the related contract within General and administrative expenses in the Condensed Consolidated Statements of Operations.

The Company records right-of-use ("ROU") assets and lease obligations for its finance and operating leases, which are initially recognized based on the present value of future minimum lease payments over the term of the lease. As the rate implicit in the Company's leases is not easily determinable, in determining the present value of the lease payments the Company uses an incremental borrowing rate based on the estimated rate of interest for collateralized borrowings over a similar term of the lease payments. Lease expenses are recognized on a straight-line basis over the lease term.

The lease term is defined as the non-cancellable period of the lease plus any options to extend or terminate the lease when it is reasonably certain that the Company will exercise the option. The Company has elected not to recognize ROU asset and lease obligations for its short-term leases, which are defined as leases with an initial term of 12 months or less. Some leases include multiple-year renewal options. The Company's decision to exercise these renewal options is based on an assessment of its current business needs and market factors at the time of the renewal.

As a lessee, for all classes of underlying assets, the Company has elected to separate lease and non-lease components.

Goodwill

Goodwill represents the cost of a business acquisition in excess of the fair value of the net assets acquired. In accordance with ASC 350, *Intangibles-Goodwill and Other* ("ASC 350"), the Company reviews its goodwill for impairment annually or whenever events or circumstances indicate fair value of a reporting unit may be less than its carrying value. Triggering events that may indicate a potential impairment include but are not limited to significant adverse changes in bitcoin prices or business climate and related competitive considerations. The Company may first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount but also has the option to bypass the qualitative assessment in any period and proceed directly to performing the quantitative analysis. If the Company performs a qualitative test and determines it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs a quantitative goodwill impairment test to compare the estimated fair value of the reporting unit to its carrying amount. Impairment is indicated if the estimated fair value of the reporting unit is less than the carrying amount of the reporting unit, and an impairment charge is recognized for the difference, not to exceed the carrying value of goodwill.

See further discussion of the goodwill impairment testing performed in Note 10 – Goodwill.

Income taxes

The Company complies with the accounting and reporting requirements of ASC 740, *Income Taxes* ("ASC 740"), which requires use of the asset and liability method wherein deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, as well as operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to be in effect for the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is required to the extent any deferred tax assets may not be realizable.

The Company also follows US GAAP in accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company's policy is to record interest and penalties associated with uncertain tax positions through income tax expense.

Segment reporting

Operating segments are defined as components of an enterprise about which separate financial information is available that is regularly reviewed by the chief operating decision maker ("CODM"). The CODM of the Company is the Chief Executive Officer. The CODM reviews financial performance at a segment level. Accordingly, the Company has two operating segments, and the Company discloses both segments in its condensed consolidated financial statements.

Recent accounting pronouncements

The Company continually assesses any new accounting pronouncements to determine their applicability. When it is determined that a new accounting pronouncement affects the Company's financial reporting, the Company undertakes a study to determine the consequences of the change on its consolidated financial statements and assures that there are proper controls in place to ascertain that the Company's consolidated financial statements properly reflect the change.

In November 2024, the FASB issued ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. This ASU requires public business entities to provide more detailed disclosures in the notes to their financial statements, both for interim and annual reporting periods, about certain expenses such as purchases of inventory, employee compensation, depreciation, and intangible asset amortization. The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently assessing the potential impact of this standard's adoption.

In May 2025, the FASB issued ASU 2025-05*, Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This ASU introduces simplifications for estimating credit losses on current accounts receivable and contract assets arising from Topic 606 (Revenue from Contracts with Customers). It provides one key relief for the Company: a practical expedient allowing entities to assume that current economic conditions remain unchanged over the life of these assets. These changes aim to reduce the cost and complexity of applying the credit loss model, especially for assets acquired in business combinations or through consolidation of variable interest entities. The Company adopted the practical expedient in estimating allowance for credit losses as of January 1, 2026, which had an immaterial impact.

NOTE 3. CRYPTOCURRENCY ASSETS

The Company's cryptocurrency assets are exclusively bitcoin. The following table presents information about cryptocurrency assets activity of the Company *(in thousands)*:

	Three Months Ended		Nine Months Ended	
	September 30, 2026	**September 30, 2025**	**September 30, 2026**	**September 30, 2025**
Beginning balance	$ 168,680	$ 270,683	$ 237,947	$ 223,438
Addition to bitcoin from mining activities[(1)]	5,063	37,131	17,323	115,470
Consideration paid to hosting providers	—	—	—	(592)
Carrying value of bitcoin disposed[(2)]	—	(16,153)	—	(47,987)
Changes in fair value of bitcoin	73,150	6,379	(8,377)	7,711
Ending Balance[(3)]	**$ 246,893**	**$ 298,040**	**$ 246,893**	**$ 298,040**
Realized gain on sale of cryptocurrency assets[(4)]	$ —	$ 11,215	$ —	$ 43,625

(1) Net of mining pool operating fees, as described in Note 2 – Basis of Presentation and Significant Accounting Policies. The addition to bitcoin from mining activities excludes bitcoin receivable of $0.1 million and $0.4 million as of September 30, 2026 and 2025, respectively. Bitcoin receivable is included in Other receivables, net on the Condensed Consolidated Balance Sheets.

(2) Disposal is defined as the sale of bitcoin.

(3) The ending balance of bitcoin holdings as of September 30, 2026 and 2025, represents the fair value.

(4) No cumulative realized loss was recorded as of September 30, 2026 and 2025.

The following table represents the Company's crypto asset holdings. The cost basis of bitcoin represents the valuation at the time the Company earns bitcoin through mining activities (*in thousands, except for bitcoin*):

	September 30, 2026	**December 31, 2025**
Quantity of bitcoin held	2,954	2,719
Cost basis of bitcoin held	$ 250,298	$ 232,982
Fair value of bitcoin held	$ 246,893	$ 237,947

Sales of Bitcoin

Subsequent to September 30, 2026, the Company sold approximately 737 bitcoin for cash proceeds of approximately $61.6 million, or an average of $83,600 per bitcoin, net of trading costs. These sales reduced the Company's bitcoin holding by approximately 25% from the balance at September 30, 2026. The Company intends to use the proceeds to fund the development of its existing data center sites.

NOTE 4. FAIR VALUE

The following table presents the Company's financial instruments that are measured and recorded at fair value on a recurring basis, and their level within the fair value hierarchy (*in thousands*):

	Fair value as of September 30, 2026			
	Total carrying value	Level 1	Level 2	Level 3
Cash and cash equivalents – money market funds	$ 376,891	$ 376,891	$ —	$ —
Cryptocurrency assets	$ 246,893	$ 246,893	$ —	$ —
Warrants	$ 99,962	$ —	$ —	$ 99,962

	Fair value as of December 31, 2025			
	Total carrying value	Level 1	Level 2	Level 3
Cash and cash equivalents - money market funds	$ 42,135	$ 42,135	$ —	$ —
Cryptocurrency assets	$ 237,947	$ 237,947	$ —	$ —

The carrying amounts of financial assets and liabilities, such as cash and cash equivalents, accounts receivable, and accounts payable, approximate fair value due to the short-term nature of these instruments. There were no transfers in or out of levels during the nine months ended September 30, 2026 and 2025.

Gains and losses for such assets and liabilities categorized within the Level 3 table set forth may include changes in fair value that are attributable to both observable inputs (Levels 1 and 2) and unobservable inputs (Level 3).

Changes in the estimated fair value of Level 3 financial assets and liabilities that are measured on a recurring basis are as follows *(in thousands)*:

	Warrants
Balance as of June 30, 2026	$ 34,061
Change in fair value	65,901
Balance as of September 30, 2026	**$ 99,962**

	Warrants
Balance as of January 1, 2026	$ —
Additions	34,061
Change in fair value	65,901
Balance as of September 30, 2026	**$ 99,962**

The fair value of the Warrants was determined using a Black-Scholes model based on the following assumptions:

	September 30, 2026	June 30, 2026
Stock Price	$ 80.33	$ 48.49
Volatility	35.0 %	35.0 %
Risk-free rate	5.08 %	4.19 %
Remaining Term (years)	4.8	5.0
Dividend yield	— %	— %

As of September 30, 2026, the warrant liability was remeasured at $100.0 million and the Company recognized a loss on the change in fair value of warrant liability of $65.9 million in the Condensed Consolidated Statement of Operations during the three and nine months ended September 30, 2026.

For further information on the Warrants refer to Note 13 – Stockholders' Equity.

Assets and liabilities measured and recorded at fair value on a non-recurring basis

The Company's non-financial assets, such as goodwill, intangible assets, and property and equipment, are adjusted to fair value when an impairment charge is recognized. In measuring impairment of long-lived assets in accordance with the provisions of ASC 360, *Property, Plant, and Equipment*, the Company estimates the fair value of long-lived assets on a non-recurring basis using Level 3 inputs for similar assets in active markets, including market data regarding the value of our ASIC miners, a limited ability to repurpose certain buildings and related materials, and the marketability (or lack thereof) of certain machinery and facilities equipment considering the condition and customized nature of the assets in accordance with the provisions of ASC 820.

In evaluating the fair value of its reporting unit or units when testing goodwill for impairment, the Company considers a combination of the income and market valuation approaches. The income valuation approach uses unobservable inputs including projections of internal cash flows, future bitcoin prices, and the future global hashrate, as well as derived discount and long-term growth rates. The market valuation approach utilizes observable inputs for similar assets and liabilities to estimate valuation multiples. Refer to Note 10 – Goodwill for further information.

	Fair value as of December 31, 2025			
(in thousands)	**Total carrying value**	**Level 1**	**Level 2**	**Level 3**
Long-lived assets[(1)]	$ 76,585	$ —	$ —	$ 76,585
Goodwill	$ 161,608	$ —	$ —	$ 161,608

[(1)] Long-lived assets include $76.2 million of property and equipment and $0.4 million of ROU assets as of December 31, 2025.

NOTE 5. PROPERTY AND EQUIPMENT, NET

Property and equipment consisted of the following (*in thousands*):

	September 30, 2026	December 31, 2025
Mining equipment	$ 24,531	$ 79,264
Machinery and facilities equipment	44,390	55,679
Computer equipment	20	20
Construction-in-progress	16,551	2,513
Building	32,937	33,992
Land	1,620	1,620
Land Improvement	383	383
Total cost of property and equipment, net of impairment	$ 120,432	$ 173,471
Less: Accumulated depreciation	(51,762)	(97,315)
Property and equipment, net	**$ 68,670**	**$ 76,156**

Depreciation of property and equipment during the three and nine months ended September 30, 2026, was $4.5 million and $15.0 million, respectively, and for the three and nine months ended September 30, 2025, was $17.2 million and $50.6 million, respectively.

Due to sustained decreases in the price of bitcoin during the six months ended June 30, 2026, the Company performed an impairment review on its mining equipment as of June 30, 2026. As a result of the impairment testing the Company determined that no impairment was needed. There were no triggering events indicating potential impairment identified during the three months ended September 30, 2026.

NOTE 6. ASSETS HELD FOR SALE

The Company determined it will not have the capacity at its owned and leased sites to relocate and operate all of the miners it previously operated at its Ward County and hosted facilities. As such, the Company reviewed its population of mining equipment to determine which units would be decommissioned and disposed. In addition, the conversion of the Ward County facility to accommodate the leasing arrangement necessitated the sale of certain building materials and machinery and facilities equipment previously in service at that location. As of February 19, 2026, the Company approved a formal plan of sale and is pursuing liquidation of various property and equipment that is not expected to be placed back into service. Gains and losses on the sale of assets classified as held for sale are recorded in (Gain) loss on sale of property and equipment in the condensed consolidated statements of operations.

Assets held for sale consisted of the following (*in thousands*):

	Miners	Building	Machinery and Facility Equipment	Total
Balance as of December 31, 2025	$ —	$ —	$ —	$ —
Transfer from Property and equipment, net	1,761	316	2,901	4,978
Sold during the period	(1,113)	(316)	(1,363)	(2,792)
Assets held for sale as of September 30, 2026	$ 648	$ —	$ 1,538	$ 2,186
Gain on sale of assets classified as held for sale	$ 400	$ 29	$ 250	$ 679

NOTE 7. OTHER RECEIVABLES

The Company contracted with data center operators for hosting its mining equipment and for operational support. These arrangements required advance payments to the operators pursuant to the contractual obligations associated with these services. At the time the contract terminates, any remaining balances are due to the Company, and such amounts are recorded as Other receivables, either current or non-current, in the Condensed Consolidated Balance Sheets, depending upon the term of the contract over which the deposits are expected to be recovered.

Other receivables, current and non-current, consisted of the following (*in thousands*):

	September 30, 2026	December 31, 2025
Current assets:		
Receivable from former hosting partners	$ —	$ 15,328
Other receivables	1,659	245
Less: Allowance for credit losses	—	(5,113)
Total other receivables, current	**$ 1,659**	**$ 10,460**
Receivable from former hosting partners	3,696	3,696
Less: Allowance for credit losses	(3,326)	(3,326)
Total other receivables, non-current	**$ 370**	**$ 370**

Based on management's assessment of the age of the amounts receivable and the financial viability of the debtor, the Company records a provision for credit losses related to its short and long-term receivables. During the three and nine months ended September 30, 2026, there was no provision for credit losses related to its short and long-term receivables. There was $1.9 million in provision for credit losses related to its short and long-term receivables during the three and nine months ended September 30, 2025.

The following table presents the activity in the Company's allowance for credit losses (*in thousands*):

	Nine Months Ended	
	September 30, 2026	September 30, 2025
Beginning balance	$ 8,439	$ 2,445
Provision for credit losses	—	1,940
Write-offs	(5,113)	—
Ending balance	$ 3,326	$ 4,385

NOTE 8. LEASES

Lessor Arrangements: Digital Infrastructure Leasing Revenue

On October 14, 2025, the Company entered into a leasing arrangement to provide digital infrastructure solutions to a single tenant at its Ward County facility which is accounted for under ASC 842. The lease commencement date for accounting purposes is December 19, 2025, and the lease term extends through January 2037. The lessee has one ten-year option to renew, as well as a right of first refusal on any additional power capacity that becomes available at our Ward County site. In February 2026, the Company reached an agreement to amend the lease of its Ward County facility. The amended agreement obligates the tenant to lease an additional 89 MW of capacity when such capacity becomes available, and requires the Company to add the tenant as a qualified occupant for Texas data center tax incentive purposes.

The Company is the lessor in this arrangement and identifies the right of the customer to use the land, land improvements, buildings, and equipment as a lease component of the contract. The amendment represents a separate contract under ASC 842, as the assets leased will be in addition to those covered in the original agreement. Control of the assets leased per the amendment has not yet transferred to the tenant; as such, no revenue has been recognized.

In both agreements, the Company has a stand-ready obligation to provide maintenance services to ensure the energy step-down transformation assets are operating reliably, which has been identified as a non-lease component of the arrangement. The Company determined that the lease component represents an operating lease, and the timing of the Company's transfer of the aforementioned lease and non-lease components of the contract are the same. As such, and in accordance with ASC 842, the Company has elected the practical expedient to combine the accounting of the lease and non-lease components of the contract, with the predominant component of the arrangement being the lease component. Thus, the Company accounts for its lease of the Ward County property in accordance with ASC 842. The lease is classified as an operating lease, and leasing revenue is recognized on a straight-line basis over the lease term. Fixed lease payments are allocated to the combined lease components under the arrangement and total $1.9 billion. Other variable operating costs are paid for by the Company but consumed by the lessee and will be recognized as incurred. Variable lease payments received were immaterial and $0.2 million during the three and nine months ended September 30, 2026, respectively. There were no variable lease payments received during the three and nine months ended September 30, 2025.

Reimbursements for taxes and insurance, as well as the Company's obligation to add the tenant as a qualified occupant for Texas data center tax incentive purposes, are considered non-lease components and are accounted for separately. Non-lease components are recorded in Other revenue in the Condensed Consolidated Statements of Operations.

Initial direct costs of $7.5 million are deferred and recognized over the lease term in accordance with ASC 842. Amortization of initial direct costs is presented in Cost of digital infrastructure solutions revenues, exclusive of depreciation in the Condensed Consolidated Statements of Operations.

The following table summarizes the classes of the Company's underlying leased assets, which are included within Property and equipment, net in the Condensed Consolidated Balance Sheets (*in thousands*):

	September 30, 2026	December 31, 2025
Machinery and facilities equipment	$ 26,414	$ 26,414
Land	1,020	1,020
Building	32,933	32,933
Land Improvement	383	383
Total cost of underlying leased assets	60,750	60,750
Less: accumulated depreciation	(12,344)	(7,877)
Underlying leased assets, net	$ 48,406	$ 52,873

Depreciation expense for the three and nine months ended September 30, 2026 was $1.5 million and $4.5 million respectively. There was no depreciation expense for the three and nine months ended September 30, 2025.

The amounts presented below represent fixed lease payments to be received by the Company under the lease agreement as of September 30, 2026 and excludes variable lease payments, which are recognized as revenue in the period in which they occur (*in thousands*):

	Operating Leases
Remainder of 2026	$ 22,750
2027	135,233
2028	178,718
2029	182,520
2030	182,520
Thereafter	1,195,824
Total future minimum receipts on lessor arrangement	$ 1,897,565

Lessee Arrangements

Ionic Digital's lease arrangements primarily consist of operating leases for land for the purpose of running data center facilities used for cryptocurrency mining. Certain leases include options to renew for periods ranging from one month to ten years, which are included in the measurement of the right-of-use asset and lease liability when the Company determines it is reasonably certain that the renewal option will be exercised. Operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term determinable at the lease commencement date. Variable lease payments include amounts paid by the Company for the right to use an asset that vary because of changes in facts and circumstances occurring after the commencement date, such as energy consumption or revenue generation. Variable lease payments not based on an index or rate, such as those based on usage or performance, are excluded from the measurement of the right-of-use asset and lease liability and are recognized as lease expense in the period incurred. The Company has no finance leasing arrangements.

The Company leases the land at two of our Midland sites. The following table presents the Company's right-of-use assets, which are included within Deposits and other non-current assets in the Condensed Consolidated Balance Sheets, and lease liabilities, which are included in Accrued expenses and other current liabilities and Non-current portion of lease liability (*in thousands*):

	September 30, 2026	December 31, 2025
Operating lease right-of-use assets	$ 480	$ 429
Operating lease liabilities, current	100	38
Operating lease liabilities, non-current	184	170
Total lease liabilities	$ 284	$ 208

One of the Company's lease agreements is based entirely on variable payments as was in an agreement terminated in the second quarter of 2025. The lease expense disclosed herein for 2025 related to the mining facility in Georgia represents an amount allocated between the lease and non-lease components of the Company's hosting agreement with EZB. In addition, the Company has several short-term equipment rental agreements for which it elects the practical expedient not to record the right-of-use asset and lease liability on the balance sheet.

The components of total lease cost recorded in the Condensed Consolidated Statements of Operations are as follows (*in thousands*):

	Three Months Ended		Nine Months Ended	
	September 30, 2026	September 30, 2025	September 30, 2026	September 30, 2025
Fixed lease cost	$ 27	$ 18	$ 65	$ 56
Variable lease cost	16	27	40	140
Operating lease expense	43	45	105	196
Short-term lease expense	96	140	252	380
Total operating lease expense	$ 139	$ 185	$ 357	$ 576

Additional supplemental operating lease information is as follows (*dollars in thousands*):

	Nine Months Ended	
	September 30, 2026	September 30, 2025
Operating cash outflows included in operating lease liabilities	$ 62	$ 38
Weighted average remaining lease term (years)	4.14	6.67
Weighted-average discount rate [(1)]	7.1%	7.0 %

[(1)] *As the rate implicit in the leases was not readily determinable, the incremental borrowing rate at the lease commencement was used to determine the present value of minimum lease payments.*

As of September 30, 2026, maturities of Ionic Digital's operating lease liability, which do not include variable lease payments, are as follows (*in thousands*):

	Operating Leases
Remainder of 2026	$ 17
2027	107
2028	70
2029	43
2030	44
Thereafter	46
Total undiscounted future lease payments	327
Less: present value discount	(43)
Present value of operating lease liabilities	$ 284

NOTE 9. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities represent management's best estimates of liabilities incurred that are expected to be settled in the normal course of business within twelve months. Actual amounts paid may differ from estimated accruals due to timing of invoice receipt, final contractual terms, or changes in service usage. Differences between accrued amounts and actual payments are recognized in the period in which such information becomes available.

Accrued expenses and other current liabilities consisted of the following (*in thousands*):

	September 30, 2026	December 31, 2025
Accrued professional fees	$ 1,057	$ 1,174
Accrued capital expenditures	1,394	827
Accrued listing fees	1,519	—
Taxes payable	693	662
Payable to former hosting partner	—	5,115
Accrued costs to decommission owned site	—	3,384
Accrued wages	1,968	96
Initial direct leasing costs payable	—	5,000
Accrued utilities	2,113	—
Other accrued expenses	1,151	2,901
Total accrued expenses and other current liabilities	**$ 9,895**	**$ 19,159**

NOTE 10. GOODWILL

Goodwill represents the cost of a business acquisition in excess of the fair value of the net assets acquired. The Company reviews its goodwill for impairment annually or whenever events or circumstances indicate that the fair value of a reporting unit may be less than its carrying amount. These indicators may include, but are not limited to, a significant adverse change in the regulatory or business climate, a significant increase in expected future development costs, or a tenant default on the lease contract.

In the fourth quarter of 2025, following the commencement of the Company's digital infrastructure leasing activities, the Company identified two reporting units, Cryptocurrency Mining and Digital Infrastructure Solutions, and reassigned goodwill between them. The Company performed a quantitative impairment test as of December 31, 2025, which resulted in a full impairment of the $68.2 million of goodwill allocated to the Cryptocurrency Mining reporting unit; the fair value of the Digital Infrastructure Solutions reporting unit substantially exceeded its carrying amount. As of September 30, 2026, the Company performed a qualitative assessment of the Digital Infrastructure Solutions reporting unit and determined that it is not more likely than not that its fair value is less than its carrying amount. No goodwill impairment was recognized during the three and nine months ended September 30, 2026 or 2025.

The following table shows the Company's activity in goodwill, by reporting unit, for the current year (*in thousands*):

	Cryptocurrency Mining	Digital Infrastructure	Total Goodwill
Balance as of December 31, 2025	$ —	$ 161,608	$ 161,608
Impairment	—	—	—
Balance as of September 30, 2026	**$ —**	**$ 161,608**	**$ 161,608**

NOTE 11. STOCK-BASED COMPENSATION

On January 31, 2024, the Company adopted the Ionic Digital Inc. Omnibus Incentive Plan (the "Omnibus Plan"), pursuant to which it may grant equity and equity-based incentive awards (including non-statutory and incentive stock options, stock appreciation rights, restricted stocks, restricted stock units, performance awards, other stock-based awards and cash awards) to eligible employees, consultants, individual contractors and other service providers. The number of shares of Common Stock available under the plan was initially limited to 4,317,960 shares. The share limit automatically increases by 4% of all shares outstanding on January 1 of each calendar year beginning in 2025, unless a smaller number of shares is determined by the Board of Directors. As of September 30, 2026, the Company has reserved 5,551,944 shares (subject to an evergreen) for future awards under the Omnibus Plan.

Restricted Stock Units

During the three and nine months ended September 30, 2026, the Company granted stock-based awards in the form of RSUs under the Omnibus Plan, which vest over a five-year period in equal installments, with one-fifth vesting on each of the first five anniversaries of the grant. These awards are classified as equity awards and are measured at fair value on the grant date. Compensation cost related to the RSUs is recognized on a straight-line basis over the applicable service periods and is recorded within general and administrative expenses, with a corresponding increase to additional paid-in-capital.

The following table summarizes the Company's RSU activity:

	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested, January 1, 2026	411,125	$ 35.34
Granted	196,052	35.21
Vested	(74,748)	38.71
Unvested, September 30, 2026	**532,429**	**$ 34.83**

The fair value of RSUs granted during the nine months ended September 30, 2026 was determined using the fair value of the Company's common stock on the grant date. For shares issued prior to the Company's direct listing, the market value per common share was adjusted using a discount for lack of marketability calculated using a weighted average expected term of 3.0 years, a weighted average expected volatility of 95.8%, and a dividend yield of 0.0%.

Performance Restricted Stock Units

The Company also granted equity-based awards under the Omnibus Plan in the form of performance restricted stock units ("PRSUs"). These awards are classified as equity awards and vest upon the achievement of a service condition of six months of continuous employment after achievement of market conditions established by the Compensation Committee of the Board as of the grant date, which is based on the achievement of each market condition. The number of shares earned total one-third of the total awards granted based on achievement of the performance condition. The fair value of these PRSUs was determined using a Monte Carlo simulation incorporating the grant-date market value per common share. The resulting fair values were then adjusted using a discount for lack of marketability that considered a weighted average expected term of 1.2 years, a weighted average expected volatility of 89.5%, and a dividend yield of 0.0%. Compensation expense for these PRSUs is recognized over the requisite service period (the derived service period, plus the six-month post-achievement service period) regardless of whether the market condition is ultimately achieved.

The following table summarizes the Company's PRSU activity:

	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested, January 1, 2026	560,625	$ 34.50
Granted	588,156	36.35
Unvested, September 30, 2026	**1,148,781**	**$ 35.45**

Total stock-based compensation expense for three and nine months ended September 30, 2026 was $4.9 million and $20.3 million, respectively. There was no stock-based compensation expense for the three and nine months ended September 30, 2025. Unrecognized stock-based compensation expense was $38.4 million as of September 30, 2026 with a remaining weighted average vesting period of 1.4 years.

On August 27, 2026, the Board of Directors approved an amendment to all outstanding PRSU awards. Previously, if a holder's employment ended for any reason during the six-month service period after a market condition was achieved, the holder forfeited the PRSUs attributable to that condition. Under the amendment, those PRSUs instead vest if, during that period, the Company terminates the holder without Cause or the holder resigns for Good Reason (each as defined). All other terms of the awards are unchanged.

The Company accounted for the amendment as a modification under ASC 718. Vesting was probable both before and after the modification, and the amended service condition does not affect the awards' fair value. As a result, the modification produced no incremental fair value or compensation cost. The remaining unrecognized compensation cost continues to be recognized over the original requisite service period.

The first market condition was achieved on September 25, 2026. As a result, 382,927 PRSUs are in their six-month post achievement service period which ends March 25, 2027.

NOTE 12. EARNINGS PER SHARE

Prior to its conversion into Class A common stock on July 28, 2026, the Company's Series A Preferred Stock was a participating security, as holders were entitled to participate, on an as-converted basis, in any dividends declared on common stock. Accordingly, the Company applies the two-class method to compute basic earnings (loss) per share. Undistributed earnings are allocated between common stockholders and the Series A Preferred Stock based on their participation rights for the portion of the period the Series A Preferred Stock was outstanding. Net losses are not allocated to the Series A Preferred Stock, as holders had no contractual obligation to share in losses.

Diluted earnings (loss) per share is computed using the more dilutive of the two-class method or the if-converted method for the Series A Preferred Stock, and the treasury stock method for warrants, RSUs and PRSUs. Under the if-converted method, the Series A Preferred Stock is assumed to have converted at the beginning of the period, and income allocated to it in computing basic earnings per share is added back to the numerator.

The Company's potentially dilutive equity instruments are primarily instruments in the form of convertible Preferred Stock, warrants, RSUs and PRSUs. For the three and nine months ended September 30, 2026, outstanding warrants, performance restricted stock units and restricted stock units in aggregate of 3,351,507 and 4,735,928, respectively, have been excluded from the calculation of diluted earnings per share as such securities were anti-dilutive. There were no potentially dilutive equity instruments as of September 30, 2025.

The following table summarizes the calculation of the Company's basic and diluted earnings per share of Common stock (*in thousands, except share and per share data*):

	Three Months Ended		Nine Months Ended	
	September 30, 2026	**September 30, 2025**	**September 30, 2026**	**September 30, 2025**
Numerator				
Net income (loss)	$ 17,438	$ (4,505)	$ (30,851)	$ (622)
Less: Income allocated to participating securities	(890)	—	—	—
Net income (loss) available to common stockholders for basic net income (loss) per share	$ 16,548	$ (4,505)	$ (30,851)	$ (622)
Add: Income allocated to participating securities	890	—	—	—
Net income (loss) available to common stockholders for diluted net income (loss) per share	$ 17,438	$ (4,505)	$ (30,851)	$ (622)
Denominator				
Weighted-average Common stock outstanding, basic	42,688,649	37,374,261	39,165,190	37,374,261
Effect of dilutive securities	2,879,671	—	—	—
Weighted-average Common stock outstanding, diluted	45,568,320	37,374,261	39,165,190	37,374,261
Basic earnings per share, Common Stock	**$ 0.39**	**$ (0.12)**	**$ (0.79)**	**$ (0.02)**
Diluted earnings per share, Common Stock	**$ 0.38**	**$ (0.12)**	**$ (0.79)**	**$ (0.02)**

NOTE 13. STOCKHOLDERS' EQUITY

Private Placement

On June 26, 2026, the Company entered into a private placement transaction (the "Private Placement") pursuant to securities purchase agreements (the "Securities Purchase Agreements"), under which the Company agreed to sell an aggregate of (i) 7,547,166 shares of Series A convertible preferred stock, par value $0.00001 per share (the "Series A Preferred Stock"), at a price of $53.00 per share ("Stated Value"), (ii) warrants to purchase an aggregate of 1,006,286 shares of Class A common stock at an exercise price of $63.60 per share, (iii) warrants to purchase an aggregate of 1,006,286 shares of Class A common stock at an exercise price of $74.20 per share, and (iv) warrants to purchase an aggregate of 1,006,286 shares of Class A common stock at an exercise price of $87.45 per share (the warrants described in clauses (ii) through (iv), collectively, the "Warrants") to certain institutional accredited investors (the "Investors") for an aggregate purchase price of $400.0 million, before $16.7 million of transaction costs. This Private Placement closed on June 30, 2026.

Prior to its automatic conversion into Class A common stock on July 28, 2026 (as described below), the Series A Preferred Stock was convertible into Class A common stock at the option of the holder and was subject to automatic conversion upon completion of the direct listing or certain other specified liquidity events. The Series A Preferred Stock voted together with the Class A common stock on an as-converted basis, except as otherwise required by law, and was entitled to separate class voting rights with respect to specified protective provisions. If any shares of Series A Preferred Stock remained outstanding as of June 26, 2028, each share would have been convertible at the holder's option at a maturity conversion rate based on the greater of the Stated Value (as defined in the Certificate of Designation) and $79.50. The Series A Preferred Stock had a mandatory redemption provision, under which any shares remaining outstanding after June 26, 2028 would have been redeemed for cash at an amount per share equal to the greater of 100% of the Stated Value or the as-converted liquidation value, subject to a minimum return, taking into account dividends and other payments, of 150% of the Stated Value. In accordance with ASC 480 - *Distinguishing Liabilities from Equity*, the Series A Preferred Stock was classified as temporary equity (Mezzanine Equity) outside of permanent stockholders' equity from its issuance on June 30, 2026 until its conversion on July 28, 2026.

The Investors agreed that, with the exception of 2% of each tranche of the Warrants, they will not transfer or otherwise dispose of the Series A Preferred Stock, the Class A common stock issued upon conversion of the Series A Preferred Stock, the Warrants, or the shares of Class A common stock issuable upon exercise of the Warrants at a price of less than $70.00 per share until January 28, 2027, the date six months after the Class A common stock was first listed on Nasdaq.

The Warrants are classified as liabilities in accordance with ASC 480-10-25-8, as they contain provisions that could require net cash settlement in the event the Company is sold, which is not solely within the Company's control. The proceeds from the Private Placement were allocated first to the Warrants based on their issuance-date fair value, with the residual allocated to the Series A Preferred Stock. Warrants were allocated $34.1 million and recorded as a liability upon issuance on June 30, 2026. The Series A Preferred Stock was allocated the remaining $365.9 million, before issuance costs and recorded as Mezzanine Equity upon issuance.

The Company remeasures the fair value of the Warrants at the end of each reporting period. Changes in the fair value of the Warrants are recognized in Change in fair value of warrant liabilities in the Condensed Consolidated Statement of Operations. As of September 30, 2026, none of the warrants had been exercised. Because redemption of the Series A Preferred Stock was not probable prior to its conversion, the Company did not accrete the carrying amount of the Series A Preferred Stock to its redemption amount.

Transaction costs of $16.7 million were allocated based on the allocation of proceeds, with $15.3 million allocated to the Series A Preferred Stock and recorded as a reduction of its carrying amount. The Warrants were allocated $1.4 million in transaction costs, which were expenses upon issuance and included in General and administrative expenses for the nine months ended September 30, 2026.

In June 2026, the Company also issued 40,000 shares of Series Z Preferred Stock for an aggregate of $0.40 in proceeds. The shares of Series Z Preferred Stock had 1,000 votes per share of Series Z Preferred Stock, but did not have any economic rights with respect to dividends, liquidation or otherwise. The holder of the Series Z Preferred Stock agreed that it would vote such stock in the same proportion as votes cast by holders of the Class A common stock on any matter submitted to stockholders at the Company's 2026 annual meeting of stockholders. The shares of Series Z Preferred Stock were automatically redeemed for $0.40 in the aggregate following the conclusion of the Company's 2026 annual meeting of stockholders, held on July 13, 2026. The Series Z Preferred Stock was intended to ensure the presence of a quorum to conduct an annual meeting of stockholders within the time period required by Delaware law.

On July 28, 2026, the Company completed the direct listing of its Class A common stock and, in accordance with its terms of the Certificate of Designation, all 7,547,166 outstanding shares of Series A Preferred Stock automatically converted into 7,547,166 shares of Class A common stock. Upon conversion, the $350.6 million carrying amount of Series A Preferred Stock was reclassified from Mezzanine Equity to Class A common stock and additional paid-in capital, and no gain or loss was recognized. In addition, the successful completion of the direct listing triggered a $10.0 million advisory fee, which was recognized in General and administrative expenses during the three months ended September 30, 2026.

NOTE 14. INCOME TAXES

Income Tax in Interim Periods

Beginning in the second quarter of 2026, the Company records its income tax expense or benefit for interim periods using the actual effective tax rate applicable to the year-to-date results, adjusted for discrete items recognized in the impacted interim period, rather than an estimated annual effective tax rate. The Company continued to apply this methodology during the third quarter of 2026. This approach differs from prior periods, in which the Company applied an estimated annual effective tax rate in accordance with ASC 740-270. The change was made because the Company determined it can no longer reliably estimate its annual effective tax rate, primarily due to the volatility of bitcoin fair values and the resulting variability in the Company's deferred tax position, as well as a high degree of uncertainty in estimating annual pre-tax income. ASC 740-270 provides that the actual year-to-date effective tax rate may be used when application of the estimated annual effective tax rate is impractical because a reliable estimate of the annual effective tax rate cannot be made. The Company believes, at this time, the use of the year-to-date actual effective tax rate approach is more appropriate than the estimated annual effective tax rate method.

For the three and nine months ended September 30, 2026, the Company recorded income tax expense (including discrete items) of $6.7 million and $17.6 million, respectively. For the three and nine months ended September 30, 2025, the Company recorded income tax benefit of $1.0 million and income tax expense of $0.3 million, respectively (including discrete items).

Effective Tax Rate

The Company's effective tax rate (including discrete items) was 27.7% and (132.4)% for the three and nine months ended September 30, 2026, respectively, and 18.9% and (126.2)% for the three and nine months ended September 30, 2025, respectively. The effective tax rate for the three and nine months ended September 30, 2026 differed significantly from the U.S. federal statutory rate of 21% primarily due to permanent differences associated with the non-deductible change in the fair value of warrants, non-deductible costs of the Company's direct listing and Private Placement, and non-deductible officer compensation. For the nine months ended September 30, 2026, the increase in the Company's valuation allowance also contributed to income tax expense. For the three months ended September 30, 2026, the tax effect of these permanent differences was partially offset by a decrease of approximately $15.7 million in the valuation allowance on the deferred tax asset for unrealized losses on cryptocurrency holdings, as the increase in the fair value of bitcoin during the quarter reduced the underlying deferred tax asset. These items resulted in the recognition of income tax expense despite the Company reporting a pre-tax loss for the nine months ended September 30, 2026.

During the nine months ended September 30, 2026, the Company evaluated all available evidence and concluded that it was more likely than not that the deferred tax assets associated with certain state net operating loss carryforwards and unrealized losses on cryptocurrency holdings will not be realized. The Company recorded incremental valuation allowance against the deferred tax assets associated with most of its state net operating losses subject to expiration and a portion of its indefinite-lived state net operating losses, because the Company does not expect to generate sufficient taxable income apportioned to the states in which those net operating losses arose to realize them. The Company has not recorded a valuation allowance against its federal deferred tax assets, other than the deferred tax asset related to unrealized losses on cryptocurrency holdings, including federal net operating loss carryforwards, because it expects to realize them primarily through the scheduled reversal of existing taxable temporary differences, principally the deferred tax liability related to digital infrastructure leasing revenue that is recognized for tax purposes later than for financial reporting purposes, and through taxable income from contracted lease payments. The Company also evaluated deferred tax assets associated with unrealized losses on cryptocurrency holdings. Under ASU 2023-08, changes in the fair value of cryptocurrency are recognized through earnings but are not taxable until disposition, at which point the resulting losses would generally be capital in character and available only to offset capital gains. The Company does not currently anticipate generating net capital gains in sufficient amount within the applicable carryforward period to permit realization of the deferred tax asset, and therefore maintains a full valuation allowance against that deferred tax asset. During the three months ended September 30, 2026, the related valuation allowance decreased by approximately $15.7 million, to $0.7 million, as the increase in the fair value of bitcoin reduced the underlying deferred tax asset. The Company's total valuation allowance was $2.9 million and $1.4 million as of September 30, 2026 and December 31, 2025, respectively.

Uncertain Tax Positions

The Company files federal and state income tax returns. The 2024-2025 tax years generally remain subject to examination by the Internal Revenue Service and various state taxing authorities, although the Company is not currently under examination by any jurisdiction. As of September 30, 2026 and December 31, 2025, the total amount of unrecognized tax benefits was $0.8 million and $0.7 million, respectively. If recognized, these tax benefits would affect the Company's effective tax rate.

The Company recognizes interest and penalties related to unrecognized tax benefits within the provision for income tax. During the three and nine months ended September 30, 2026, the Company recorded an immaterial amount and $0.1 million, respectively, of discrete tax expense, inclusive of interest and penalties. During the three and nine months ended September 30, 2025, the Company recorded discrete tax expense of $0.1 million and $0.4 million, respectively, inclusive of interest and penalties.

NOTE 15. COMMITMENTS AND CONTINGENCIES

Commitments – Purchase agreements

During the nine months ended September 30, 2026, the Company entered into binding agreements to purchase transformers and for the construction costs and materials to expand its substation at the Ward County site for approximately $29.6 million. There was approximately $19.6 million remaining under the commitment as of September 30, 2026. The Company expects to fund the commitment using available cash.

Contingencies

The Company is subject to legal proceedings arising in the ordinary course of business, including matters involving governmental agencies or regulators, entities with whom we do business, actions by our stockholders and other proceedings, whether arising in the ordinary course of business or otherwise. These actions may seek, among other things, breach of contract, property damage, punitive damages, civil penalties or other losses, or injunctive or declaratory relief. The Company accrues losses for a legal proceeding when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated. However, the uncertainties inherent in legal proceedings make it difficult to reasonably estimate the costs and effects of resolving these matters. Accordingly, actual costs incurred may differ materially from amounts accrued and could materially adversely affect the Company's business, cash flows, results of operations, financial condition, and prospects. Unless otherwise indicated, the Company is unable to estimate reasonably possible losses in excess of any amounts accrued.

Mawson Infrastructure Group

On February 23, 2022, Celsius Mining entered into a Co-Location Agreement with Luna Squares LLC, a subsidiary of Mawson Infrastructure Group., Inc., a bitcoin miner and public company listed on the Nasdaq (collectively, "Mawson"), under which Mawson hosted miners owned by Celsius Mining at Mawson's facility in Midland, Pennsylvania. On August 23, 2023, the agreement expired. Following expiration, Mawson failed to return Celsius Mining's $15.3 million deposit to Celsius Mining and Celsius Mining failed to pay $5.1 million in Mawson invoices. Celsius Mining initiated an adversary complaint against Mawson in the Bankruptcy Court seeking return of the amounts owed to it under the Co-Location Agreement, to offset the unpaid invoices against the deposit, and other damages suffered by Celsius Mining due to breaches of the contract. In February 2026, the Company entered into a settlement that finalized the Mawson matter and resulted in a $5.1 million payment to the Company.

NOTE 16. BUSINESS SEGMENT DATA

Selected financial and descriptive information is provided about reportable operating segments, considering a "management approach" concept as the basis for identifying reportable segments. The management approach is based on the way that management organizes the segments within the Company for making operating decisions, allocating resources, and assessing performance. Consequently, the segments are evident from the structure of the Company's internal organization, focusing on financial information that the Company's Chief Executive Officer ("CEO"), who is the Chief Operating Decision Maker ("CODM"), uses to make decisions about the Company's operating matters.

With the execution of the agreement to lease the Ward County facility, the CODM began considering resource allocations and investments in Company operations separately between the historical cryptocurrency mining business and the prospects of leasing the Company's powered land and assets for use in the high-powered computing and artificial intelligence sectors. As such, the Company has determined it has two reportable segments: Cryptocurrency Mining and Digital Infrastructure Solutions. Each is individually managed and provide separate services. Revenues by segment represent revenues earned from the services offered within each segment. The Company does not report results by geographic region, as all of its operations are domestic. All revenues are generated through external customers, and the accounting policies applied to each reportable segment are consistent with those policies described in Note 2.

The primary metric reviewed by the CODM is adjusted gross profit, and this metric is reviewed to evaluate the Company's operating results, its business strategies, and to determine resource allocation for digital asset purchases and other expenditures. The Company defines adjusted gross profit as revenues less cost of revenues applicable to each reportable segment, exclusive of depreciation.

The following tables present financial information for the Company's reportable segments for the periods indicated (*in thousands*):

	Three Months ended		Nine Months Ended	
	September 30, 2026	September 30, 2025	September 30, 2026	September 30, 2025
Cryptocurrency Mining Segment				
Cryptocurrency mining revenue	$ 5,082	$ 37,096	$ 17,281	$ 115,369
Less significant segment expenses:				
Energy costs	3,749	18,314	7,994	44,481
Labor expense	907	2,242	2,997	5,737
Hosting and revenue share expense	—	5,079	1,944	21,385
Maintenance and other facility expenses	390	944	774	2,445
Cost of mining revenues (exclusive of depreciation and amortization)	5,046	26,579	13,709	74,048
Cryptocurrency mining adjusted gross profit	$ 36	$ 10,517	$ 3,572	$ 41,321
Digital Infrastructure Solutions Segment				
Digital infrastructure solutions revenue	$ 43,907	$ —	$ 131,795	$ —
Cost of digital infrastructure solutions revenue, exclusive of depreciation	203	—	877	—
Digital infrastructure solutions adjusted gross profit	$ 43,704	$ —	$ 130,918	$ —
Consolidated				
Cryptocurrency mining revenue	$ 5,082	$ 37,096	$ 17,281	$ 115,369
Digital infrastructure solutions revenue	43,907	—	131,795	—
Consolidated total revenue	$ 48,989	$ 37,096	$ 149,076	$ 115,369
Reportable segments' total adjusted gross profit	$ 43,740	$ 10,517	$ 134,490	$ 41,321
Depreciation and amortization	4,477	17,217	14,966	50,601
General and administrative expenses	25,753	10,114	61,449	28,011
Loss (gain) on fair value of cryptocurrency assets	(73,150)	(6,379)	8,377	(7,711)
Realized (gain) on sale of cryptocurrency assets	—	(11,215)	—	(43,625)
Loss (gain) on sale of property and equipment	(242)	6,259	302	6,238
Other operating expenses, net	195	249	577	749
Interest (income)	(3,303)	(250)	(3,809)	(950)
Realized loss on cryptocurrency derivatives	—	74	—	204
Change in fair value of warrants	65,901	—	65,901	—
Loss on litigation settlement	—	—	—	8,079
Income (loss) before provision for income taxes	$ 24,109	$ (5,552)	$ (13,273)	$ (275)

The Company had one customer (Nscale Ward County LLC ("Nscale") who accounted for 89.6% and 88.4% of total revenues for the three and nine months ended September 30, 2026, all of which were recorded within the Digital Infrastructure Solutions Segment. There was one individual customer (Foundry) who accounted for 100% of total revenues for the three and nine months ended September 30, 2025, all of which were recorded in the Cryptocurrency Mining Segment.

The following tables present depreciation and capital expenditures for the Company's reportable segments (*in thousands*):

	Three Months ended		Nine Months Ended	
	September 30, 2026	**September 30, 2025**	**September 30, 2026**	**September 30, 2025**
Depreciation Expense				
Cryptocurrency mining segment	$ 2,976	$ 17,212	$ 10,483	$ 50,586
Digital Infrastructure solutions segment	1,495	—	4,467	—
Total depreciation expense	$ 4,471	$ 17,212	$ 14,950	$ 50,586

	Nine Months Ended	
	September 30, 2026	**September 30, 2025**
Capital Expenditures		
Cryptocurrency mining segment	$ 13	$ 6,662
Digital Infrastructure solutions segment	14,068	—
Total Capital Expenditures	$ 14,081	$ 6,662

The following table presents total assets for the Company's reportable segments, all of which are held in the United States, for the periods indicated (*in thousands*):

	September 30, 2026	**December 31, 2025**
Cryptocurrency mining segment	$ 656,559	$ 345,313
Digital infrastructure solutions segment	345,541	259,691
Total Assets	$ 1,002,100	$ 605,004

The increase in Cryptocurrency mining segment assets between December 31, 2025 and September 30, 2026 primarily reflects the addition of approximately $335 million of cash to accounts associated with that segment.

Item 2. Management's Discussion And Analysis of Financial Condition And Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read together with our condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and the Prospectus. Some of the information contained in this discussion and analysis, including information with respect to the Company's plans and strategy for its business, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the "Forward-Looking Statements" sections of this Quarterly Report, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis. Certain amounts may not foot due to rounding.

Overview

We are a digital infrastructure solutions and cryptocurrency mining company. We began as a pure-play cryptocurrency mining company when we were formed in January 2024 to acquire all of the cryptocurrency mining assets of Celsius Mining. From our inception, our core objective has been to monetize our portfolio of powered digital infrastructure assets. Historically, we have monetized these assets by efficiently mining bitcoin. More recently, we have sought to achieve this objective by primarily leasing our digital infrastructure assets to hyperscalers, enterprise customers and other businesses for high-performance computing ("HPC") and artificial intelligence ("AI") cloud infrastructure.

In October 2025, we announced our inaugural participation in the HPC/AI sector with a 126-month "triple net" lease with Nscale Ward County LLC (together, with its affiliates, "Nscale"), a global hyperscaler engineered for sovereign-grade AI infrastructure at our Ward County property in West Texas. In February 2026, we amended the lease. We refer to the lease, as amended, as the "Nscale Agreement." We received our first payment under the Nscale Agreement in November 2025, and monthly fixed lease payments commenced in August 2026, which represent estimated total contracted revenues of approximately $1.9 billion, increasing to a potential $2.6 billion under the provisions of the amendment.

Our future financial operating strategy is to prioritize stable, contracted cash flows from our digital infrastructure operations while continuing to generate revenue from bitcoin mining for as long as it remains profitable. Our existing cryptocurrency mining assets in Midland will continue to mine bitcoin for as long as such operations remain profitable, while we commence work to develop these locations into HPC/AI facilities.

On July 28, 2026, we completed the direct listing of our Class A common stock. Upon completion of the direct listing, all 7,547,166 outstanding shares of Series A Preferred Stock issued in our June 2026 private placement (the "Private Placement") automatically converted into an equal number of shares of Class A common stock. See Note 13 to our condensed consolidated financial statements.

Trends and Key Factors Affecting Performance

Ability to Access Power Capacity

We are seeking to expand the energy capacity at our Ward County property to 700 MW, which we believe would advance the monetization of our owned powered digital infrastructure assets. In addition to the 234 MW currently leased to Nscale, the Nscale Agreement contractually obligates Nscale to lease an additional 89 MW, when such capacity becomes available. Any expanded power capacity at our Ward County property is subject to regulatory approval; therefore, we cannot guarantee that the power generation at our Ward County property will be expanded as currently contemplated. While there is no penalty under the Nscale Agreement if we are unable to provide Nscale with the additional 89 MW of capacity, the ability to access additional power capacity is critical to our strategic growth plans.

In addition, increases in Bitcoin network hashrate drive greater demand for additional and more efficient miners, which require additional power capacity. Additional energy capacity can be difficult to source at cost-effective prices or within locations that are favorable to HPC and AI infrastructure or to bitcoin mining. We aim to continue to leverage our existing relationships and develop new relationships within the energy industry to secure low-cost power capacity.

Demand for Digital Infrastructure Solutions

The planned growth of our digital infrastructure solutions business, through increased investment in HPC/AI infrastructure over the next several years, should gradually reduce our overall exposure to volatility in the spot price of bitcoin as digital infrastructure solutions begins to account for a larger percentage of our financial results. The digital infrastructure solutions business is characterized by implementation of long-term contracts with customers spanning several years and terms and conditions resulting in stable, predictable revenue and cash flows over the contract period.

Energy Costs

Energy costs are the most significant driver of the profitability of our cryptocurrency mining business and, because they can be highly volatile, may impact digital infrastructure solutions as well. For our cryptocurrency mining business, we manage our cost of electricity through participation in various demand response programs, power purchase agreements, and curtailment of miners when electricity prices make it unprofitable to mine bitcoin. Geopolitical and macroeconomic factors, such as overseas military or economic conflict between states, can adversely affect electricity costs by raising the cost of power generation inputs such as natural gas. Other events out of our control can also impact electricity costs and availability. In certain power markets, financial hedging can be employed to protect buyers from the financial impact of significant increases in power prices.

Energy costs may be adversely affected by macroeconomic or geopolitical events. For example, Russia's invasion of Ukraine in February 2022 exerted pressure on the global energy market, particularly Europe's natural gas supply. Higher liquid natural gas import needs in Europe previously resulted in increased volatility and worldwide supply tensions. The conflict added further pressure to supply chain disruptions and likely supported rising inflation through higher commodity prices. The U.S. experienced elevated electricity pricing possibly due to this conflict, although we have no, and do not intend to have any, direct operations in Russia or Ukraine. The current conflict in Iran has also affected global energy and transportation markets, in particular, the volatility of oil prices due to attacks on infrastructure and blockages of the Strait of Hormuz.

Our Competition and Customers

The success of our digital infrastructure solutions business greatly depends on our ability to retain and develop opportunities with our existing customer, to secure additional infrastructure, and to attract new customers. In our digital infrastructure solutions business, we compete with data center REITs, developers, hyperscalers, and other bitcoin miners with facilities suitable for HPC workloads, primarily for high-power sites and the capital to develop them. We believe our operational track record and development expertise position us to effectively capture the strong and growing demand for high-power data center capacity.

In addition, cryptocurrency mining is increasingly dominated by large-scale industrial operators and, in some cases, sovereign nation-states with substantial resources. Competition spans hardware procurement, capital access, low-cost power, and high-power site development. While sector-wide transparency remains limited, available data indicates that network hashrate has continued to rise as both new entrants and existing competitors deploy additional capacity. While we believe our mining fleet and low-cost power portfolio position us competitively as the industry matures, we continue to shift our business to leasing digital infrastructure assets and anticipate that our bitcoin mining operations will decline over time.

Results of Operations

Comparison of the three months ended September 30, 2026 and 2025

The following tables summarize the results of operations for the three months ended September 30, 2026 and 2025:

	Three Months Ended			
($ in thousands)	**September 30, 2026**	**September 30, 2025**	**$ Variance**	**% Variance**
Revenue:				
Cryptocurrency mining	$ 5,082	$ 37,096	$ (32,014)	(86.3) %
Digital infrastructure leasing	43,884	—	43,884	— %
Other	23	—	23	— %
Total revenue	**$ 48,989**	**$ 37,096**	**$ 11,893**	**32.1 %**
Costs and operating expenses:				
Cost of mining revenues (exclusive of depreciation and amortization)	5,046	26,579	(21,533)	(81.0) %
Cost of digital infrastructure solutions revenue (exclusive of depreciation)	203	—	203	— %
Depreciation and amortization	4,477	17,217	(12,740)	(74.0) %
General and administrative expenses	25,753	10,114	15,639	*
Gain on fair value of cryptocurrency assets	(73,150)	(6,379)	(66,771)	*
Realized gain on sale of cryptocurrency assets	—	(11,215)	11,215	(100.0) %
Loss (gain) on disposal of property and equipment	(242)	6,259	(6,501)	*
Other operating expenses, net	195	249	(54)	(21.7) %
Total operating expenses	(37,718)	42,824	(80,542)	*
Operating income (loss)	**$ 86,707**	**$ (5,728)**	**$ 92,435**	*
Other income (expense):				
Interest income	3,303	250	3,053	*
Realized loss on cryptocurrency derivatives	—	(74)	74	(100.0) %
Change in fair value of warrant liabilities	(65,901)	—	(65,901)	*
Total other income (expense), net	(62,598)	176	(62,774)	*
Income (loss) before provision for income taxes	$ 24,109	$ (5,552)	$ 29,661	*
Provision (benefit) for income taxes	$ 6,671	(1,047)	7,718	*
Net income (loss)	**$ 17,438**	**$ (4,505)**	**$ 21,943**	*

** - not meaningful*

Revenue

Cryptocurrency mining revenues

Cryptocurrency mining revenue represents revenue earned from the mining of bitcoin. We participate in a third-party operated mining pool to which we provide the service of performing hash calculations, an output of our ordinary activities, in exchange for bitcoin. Our revenue is determined by the price of bitcoin, the hashrate generated by our miners, the block reward and transaction fee reward established by the Bitcoin network, and the network difficulty.

Cryptocurrency mining revenue for the three months ended September 30, 2026 was $5.1 million compared to $37.1 million for the three months ended September 30, 2025. The $32.0 million, or 86.3%, decrease in cryptocurrency mining revenue was primarily due to a reduction in active miners resulting in a reduced average hash rate as compared to the prior period.

Digital infrastructure leasing revenues

Digital infrastructure leasing revenue consists of revenue earned from leasing arrangements at our owned digital infrastructure site. For the three months ended September 30, 2026, we recognized $43.9 million digital infrastructure leasing revenue, representing the recognition of revenue associated with the Nscale Agreement.

Costs of revenues and operating expenses

Cost of mining revenues, exclusive of depreciation and amortization

Cost of mining revenues, exclusive of depreciation and amortization, consists primarily of energy and labor costs to operate our owned and leased facilities and hosting fees to operate our hosted facilities. Electricity costs, which are a component of both owned, leased, and hosting costs of mining revenues, were and remain the most significant direct bitcoin mining expenditure. The price of electricity has historically been and may continue to be volatile.

For the three months ended September 30, 2026 the cost of mining revenues, exclusive of depreciation and amortization totaled $5.0 million compared with $26.6 million for the three months ended September 30, 2025. The cost of mining revenues, exclusive of depreciation and amortization decreased primarily due to the reduction in mining activities as compared to the prior period.

Cost of digital infrastructure leasing revenues, exclusive of depreciation

Cost of digital infrastructure leasing revenue, exclusive of depreciation represents the costs incurred to decommission cryptocurrency mining operations at Ward County in preparation for occupation by the tenant in accordance with the Nscale Agreement, as well as amortization of the initial direct costs of the lease contract and costs to maintain the facilities that are largely passed through to the customer. For the three months ended September 30, 2026, Cost of digital infrastructure leasing revenue was $0.2 million. There were no Cost of digital infrastructure leasing revenue during the three months ended September 30, 2025.

Depreciation and amortization

Depreciation and amortization expense for the three months ended September 30, 2026 totaled $4.5 million, compared with $17.2 million for the three months ended September 30, 2025. The decrease in depreciation expense of 74.0% for the three months ended September 30, 2026 was primarily attributable to the reduction of fixed assets as a result of decommissioning the cryptocurrency mining operations at Ward County during the fourth quarter of 2025 and the subsequent disposal of related assets, including a reduction in our mining fleet. In addition, as of December 31, 2025, the Company recorded an impairment of its fixed assets related to its remaining cryptocurrency mining operations.

General and administrative ("G&A") expenses

G&A expenses consist of service fees, professional fees, insurance, compensation costs, storage expenses, and sales taxes. G&A expenses of $25.8 million for the three months ended September 30, 2026 represent an increase of $15.6 million compared to $10.1 million for the three months ended September 30, 2025. The increase in G&A expenses is primarily due to higher stock-based compensation expense, costs incurred related to the direct listing, and higher headcount-related costs as we expanded our team to support the Company's strategic transition to digital infrastructure solutions.

(Gain) loss on fair value of cryptocurrency

We recorded a gain on the fair value of cryptocurrency for the three months ended September 30, 2026 totaling $73.2 million compared with a gain of $6.4 million for the three months ended September 30, 2025. This activity represents the change in fair value of bitcoin held by us between the time the bitcoin was mined and the fair value of bitcoin as of the respective period-end, and reflects the volatility in the price of a bitcoin.

Realized gain on sale of cryptocurrency assets

There was no realized gain on sale of cryptocurrency assets for the three months ended September 30, 2026 compared to a gain of $11.2 million for the three months ended September 30, 2025. This is a result of the Company not selling any cryptocurrency assets during the current period.

Other income (expense), net

Other income (expense) consists primarily of interest income and gains and losses related to the change in the fair value of warrant liabilities. Other expense was $62.6 million for the three months ended September 30, 2026 compared to income of $0.2 million for the three months ended September 30, 2025, with the difference of $62.8 million primarily driven by the loss on the change in the fair value of the warrant liability, partially offset by interest income.

Provision (benefit) for income taxes

Beginning in the second quarter of 2026, the Company changed its methodology for determining interim income tax expense from the estimated annual effective tax rate method to the year-to-date actual effective tax rate method, adjusted for discrete items recognized in the applicable interim period. The change was made because the Company determined it could no longer reliably estimate its annual effective tax rate due primarily to the volatility of bitcoin fair values and the resulting variability in its deferred tax position, together with significant uncertainty in forecasting annual pre-tax income. The Company continued to apply this methodology during the third quarter of 2026. Additional information regarding this change is included in Note 14 to the condensed consolidated financial statements.

For the three months ended September 30, 2026, the Company recorded income tax expense (including discrete items) of $6.7 million, compared to an income tax benefit of $1.0 million for the three months ended September 30, 2025. Income tax expense for the two periods is not directly comparable because the prior-year quarter was determined using the estimated annual effective tax rate method, while the current-year quarter reflects the actual year-to-date effective tax rate method, under which the tax effects of items arising in the quarter are recognized in that quarter. The change in income tax expense was attributable to pre-tax income in the current-year quarter compared to a pre-tax loss in the prior-year quarter, and to permanent differences recognized in the current-year quarter, including the change in the fair value of warrants, non-deductible costs of the Company's direct listing and Private Placement, and non-deductible officer compensation, partially offset by a decrease in the valuation allowance on the deferred tax asset for unrealized losses on cryptocurrency holdings as the fair value of bitcoin increased during the quarter.

The Company's effective tax rate (including discrete items) was 27.7% and 18.9% for the three months ended September 30, 2026 and 2025, respectively. The effective tax rate for the 2026 period differed significantly from the U.S. federal statutory rate of 21% primarily due to permanent differences related to the change in the fair value of warrants, non-deductible costs of the Company's direct listing and Private Placement, and non-deductible officer compensation, partially offset by a decrease of approximately $15.7 million in the valuation allowance on the deferred tax asset for unrealized losses on cryptocurrency holdings. See Note 14 to the condensed consolidated financial statements.

Results of Operations

Comparison of the nine months ended September 30, 2026 and 2025

The following tables summarize the results of operations for the nine months ended September 30, 2026 and 2025:

	Nine Months Ended			
($ in thousands)	**September 30, 2026**	**September 30, 2025**	**$ Variance**	**% Variance**
Revenue:				
Cryptocurrency mining	$ 17,281	$ 115,369	$ (98,088)	(85.0) %
Digital infrastructure leasing	131,728	—	131,728	— %
Other	67	—	67	— %
Total revenue	**$ 149,076**	**$ 115,369**	**$ 33,707**	**29.2 %**
Costs and operating expenses:				
Cost of mining revenues (exclusive of depreciation and amortization)	13,709	74,048	(60,339)	(81.5) %
Cost of digital infrastructure solutions revenue (exclusive of depreciation)	877	—	877	— %
Depreciation and amortization	14,966	50,601	(35,635)	(70.4) %
General and administrative expenses	61,449	28,011	33,438	*
Loss on fair value of cryptocurrency assets	8,377	(7,711)	16,088	*
Realized gain on sale of cryptocurrency assets	—	(43,625)	43,625	(100.0) %
Loss (gain) on disposal of property and equipment	302	6,238	(5,936)	*
Other operating expenses, net	577	749	(172)	(23.0) %
Total operating expenses	100,257	108,311	(8,054)	(7.4) %
Operating income (loss)	**$ 48,819**	**$ 7,058**	**$ 41,761**	*
Other income (expense):				
Interest income	3,809	950	2,859	*
Realized loss on cryptocurrency derivatives	—	(204)	204	(100.0) %
Change in fair value of warrant liability	(65,901)	—	(65,901)	— %
Loss on litigation settlement	—	(8,079)	8,079	(100.0) %
Total other income (expense), net	(62,092)	(7,333)	(54,759)	*
Income (loss) before provision for income taxes	$ (13,273)	$ (275)	$ (12,998)	*
Provision for income taxes	17,578	347	17,231	*
Net income (loss)	**$ (30,851)**	**$ (622)**	**$ (30,229)**	*

* - *not meaningful*

Revenue

Cryptocurrency mining revenues

Cryptocurrency mining revenue for the nine months ended September 30, 2026 was $17.3 million compared to $115.4 million for the nine months ended September 30, 2025. The $98.1 million, or 85.0%, decrease in cryptocurrency mining revenue was primarily due to a decline in the average price of bitcoin and a reduction in active miners resulting in a reduced average hash rate as compared to the prior period.

Digital infrastructure leasing revenues

Digital infrastructure leasing revenue consists of revenue earned from leasing arrangements at our owned digital infrastructure site. For the nine months ended September 30, 2026 we recognized $131.7 million infrastructure leasing revenue, representing the recognition of revenue associated with the Nscale Agreement. There was no digital infrastructure leasing revenue during the nine months ended September 30, 2025.

Costs of revenues and operating expenses

Cost of mining revenues, exclusive of depreciation and amortization

For the nine months ended September 30, 2026 the cost of mining revenues, exclusive of depreciation and amortization totaled $13.7 million compared with $74.0 million for the nine months ended September 30, 2025. The cost of mining revenues, exclusive of depreciation and amortization decreased primarily due to the reduction in mining activities as compared to the prior period.

Cost of digital infrastructure leasing revenues, exclusive of depreciation

Cost of digital infrastructure leasing revenue, exclusive of depreciation represents the costs incurred to decommission cryptocurrency mining operations at Ward County in preparation for occupation by the tenant in accordance with the Nscale Agreement, as well as amortization of the initial direct costs of the lease contract and costs to maintain the facilities that are largely passed through to the customer. For the nine months ended September 30, 2026, Cost of digital infrastructure leasing revenue was $0.9 million. There were no Cost of digital infrastructure leasing revenue during the nine months ended September 30, 2025.

Depreciation and amortization

Depreciation and amortization expense for the nine months ended September 30, 2026 totaled $15.0 million, compared with $50.6 million for the nine months ended September 30, 2025. The decrease in depreciation expense of 70.4% for the nine months ended September 30, 2026 was primarily attributable to the reduction of fixed assets as a result of decommissioning of cryptocurrency mining operations at Ward County during the fourth quarter of 2025 and the subsequent disposal of related assets, including a reduction in our mining fleet. In addition, as of December 31, 2025, the Company recorded an impairment of its fixed assets related to its remaining cryptocurrency mining operations.

General and administrative ("G&A") expenses

G&A expenses consist of service fees, professional fees, insurance, compensation costs, storage expenses, and sales taxes. G&A expenses of $61.4 million for the nine months ended September 30, 2026 represent an increase of 119.4% compared to $28.0 million for the nine months ended September 30, 2025. The increase in G&A expenses is primarily due to higher compensation costs, additional costs related to the direct listing, private placement issuance costs, and professional fees, partially offset by a reduction in litigation costs as compared to the prior period.

(Gain) loss on fair value of cryptocurrency

We recorded a loss on the fair value of cryptocurrency for the nine months ended September 30, 2026 totaling $8.4 million compared with a gain of $7.7 million for the nine months ended September 30, 2025. This activity represents the change in fair value of bitcoin held by us between the time the bitcoin was mined and the fair value of bitcoin as of the respective period-end, and reflects the volatility in the price of a bitcoin.

Realized gain on sale of cryptocurrency assets

There was no realized gain on sale of cryptocurrency assets for the nine months ended September 30, 2026 compared to a gain of $43.6 million for the nine months ended September 30, 2025. This is a result of the Company not selling any cryptocurrency assets during the current period.

Other expense, net

Other income (expense) consists primarily of interest income, losses related to litigation settlements, losses on the change in fair value of warrant liabilities, and realized losses related to derivative contracts. Other expense was $62.1 million for the nine months ended September 30, 2026 compared to expense of $7.3 million for the nine months ended September 30, 2025, with the difference of $54.8 million primarily driven by the loss on the change in the fair value of the warrant liability, partially offset by interest income.

Provision (benefit) for income taxes

Beginning in the second quarter of 2026, the Company changed its methodology for determining interim income tax expense from the estimated annual effective tax rate method to the year-to-date actual effective tax rate method, adjusted for discrete items recognized in the applicable interim period. The change was made because the Company determined it could no longer reliably estimate its annual effective tax rate due primarily to the volatility of bitcoin fair values and the resulting variability in its deferred tax position, together with significant uncertainty in forecasting annual pre-tax income. The Company continued to apply this methodology during the third quarter of 2026. Additional information regarding this change is included in Note 14 to the condensed consolidated financial statements.

For the nine months ended September 30, 2026 and 2025, the Company recorded income tax expense (including discrete items) of $17.6 million and $0.3 million, respectively. The increase in income tax expense was primarily attributable to permanent differences between book and taxable income, including the change in the fair value of warrants, non-deductible costs of the Company’s direct listing and Private Placement, and non-deductible officer compensation, and, to a lesser extent, a net increase in the Company’s valuation allowances on deferred tax assets associated with unrealized losses on cryptocurrency holdings and state net operating loss carryforwards.

The Company’s effective tax rate (including discrete items) was (132.4)% and (126.2)% for the nine months ended September 30, 2026 and 2025, respectively. The effective tax rate for the 2026 period differed significantly from the U.S. federal statutory rate of 21% primarily due to permanent differences related to the change in the fair value of warrants, non-deductible costs of the Company’s direct listing and Private Placement, and non-deductible officer compensation, as well as valuation allowances recorded against certain deferred tax assets. The valuation allowances reflect the Company's assessment of the realizability of its deferred tax assets, including limitations on the utilization of capital losses associated with cryptocurrency holdings and the Company’s expectation that it will not generate sufficient taxable income apportioned to the states in which its net operating loss carryforwards arose to realize them. These items contributed to the recognition of income tax expense despite the Company’s pre-tax losses for the period.

Non-GAAP Financial Measures

We use certain financial measures that are not calculated in accordance with generally accepted accounting principles in the U.S. ("GAAP") to supplement our condensed consolidated financial statements. These non-GAAP financial measures provide additional information to investors to facilitate comparisons of past and present operating results, identify trends in our underlying operating performance, and offer greater transparency on how we evaluate our business activities. These measures are integral to our processes for budgeting, managing operations, making strategic decisions, and evaluating our performance. Our primary non-GAAP financial measures are Adjusted gross profit and Adjusted EBITDA.

Adjusted gross profit

We define Adjusted gross profit as gross profit exclusive of depreciation and amortization. We rely on Adjusted gross profit to evaluate our business, measure our performance, and make strategic decisions. It is used by our Chief Operating Decision Maker ("CODM") when making decisions regarding the allocation of resources to operating segments.

We believe that the presentation of this non-GAAP financial measure will provide useful information to investors and analysts in assessing the Company's financial performance by excluding non-cash depreciation expense which is representative of historical investments and which we do not believe is indicative of our current operating performance. Gross profit is the GAAP measure most directly comparable to Adjusted gross profit. Our non-GAAP financial measures should not be considered as an alternative to the most directly comparable GAAP financial measures. You are encouraged to evaluate each of these adjustments and the reasons our management considers them appropriate for supplemental analysis.

The following tables provide a reconciliation of Gross Profit to Adjusted Gross Profit:

	Three Months Ended		Nine Months Ended	
($ in thousands)	**September 30, 2026**	**September 30, 2025**	**September 30, 2026**	**September 30, 2025**
Revenue	$ 48,989	$ 37,096	$ 149,076	$ 115,369
Cost of revenue, (excluding depreciation and amortization)	(5,249)	(26,579)	(14,586)	(74,048)
Depreciation and amortization	(4,477)	(17,217)	(14,966)	(50,601)
Gross profit (loss)	**$ 39,263**	**$ (6,700)**	**$ 119,524**	**$ (9,280)**
Depreciation and amortization	4,477	17,217	14,966	50,601
Adjusted gross profit	**$ 43,740**	**$ 10,517**	**$ 134,490**	**$ 41,321**

Adjusted EBITDA

We define Adjusted EBITDA as net income (loss) before interest, taxes, depreciation, and amortization, further adjusted for certain items that management believes are not indicative of core operating performance, including unrealized gains or losses on energy and cryptocurrency derivatives and other investments, one-time gains or losses on litigation settlements, stock-based compensation expense, impairment charges on intangible and long-lived assets, costs related to the decommissioning of cryptocurrency mining sites, realized and unrealized gains and losses on digital assets, the change in fair value of warrant liability, and other such costs, as detailed in the table below.

We use Adjusted EBITDA to evaluate operating performance, allocate resources, and make strategic decisions, including assessing progress on our transition from bitcoin mining to digital infrastructure leasing. Adjusted EBITDA is used in internal forecasting and budgeting, in evaluating treasury management decisions, and in board-level discussions regarding capital structure, liquidity, and our ability to fund growth initiatives.

Our exclusion of realized and unrealized gains and losses on digital assets from Adjusted EBITDA does not reverse or modify GAAP recognition and measurement principles. We exclude these amounts because they primarily reflect Bitcoin market price fluctuations and treasury management decisions. We view our Bitcoin holdings primarily as investments used to support liquidity and growth initiatives, rather than as components of our operations. Core operating performance is driven by factors such as hashrate performance, energy costs, miner efficiency, uptime, and revenues from digital infrastructure leasing activities. We include digital assets received as revenue at the market price on the date of receipt, as this reflects value realized from core business activities. Decisions to hold or liquidate these assets are investment decisions, distinct from operating performance.

We present Adjusted EBITDA because we believe it provides useful information to investors and analysts in assessing our historical financial performance. In particular, the exclusion of realized and unrealized gains and losses on digital assets and the change in warrant liability allows investors to evaluate operating performance on a basis more consistent with management's view of our core business, as we execute our strategic transition.

Net income (loss) is the GAAP measure most directly comparable to Adjusted EBITDA. This non-GAAP measure should not be considered as an alternative to GAAP measures. We encourage you to evaluate each adjustment and the reasons management considers them appropriate. We may incur similar or unusual items in the future that could affect Adjusted EBITDA, and our presentation should not be construed as an inference that future results will be unaffected by such items. There can be no assurance that we will not modify the presentation of Adjusted EBITDA in the future, and any modification may be material. Adjusted EBITDA has important limitations as an analytical tool and should not be considered in isolation or as a substitute for GAAP results. It may be defined differently by other companies, limiting comparability.

The following tables provide a reconciliation of Net income (loss) to Adjusted EBITDA (*in thousands*):

	Three Months Ended		Nine Months Ended	
	September 30, 2026	September 30, 2025	September 30, 2026	September 30, 2025
Net income (loss)	**$ 17,438**	**$ (4,505)**	**$ (30,851)**	**$ (622)**
Interest income	(3,303)	(250)	(3,809)	(950)
Provision for income taxes	6,671	(1,047)	17,578	347
Depreciation and amortization	4,477	17,217	14,966	50,601
Stock-based compensation expense[(1)]	4,908	—	20,346	—
Loss (gain) on fair value of cryptocurrency	(73,150)	(6,379)	8,377	(7,711)
Realized gain on sale of cryptocurrency assets	—	(11,215)	—	(43,625)
Realized loss (gain) on sale of property and equipment	(242)	6,259	302	6,238
Direct listing fees and expenses	12,288	—	13,737	—
Private placement issuance costs	—	—	1,431	—
Realized loss on cryptocurrency derivatives	—	74	—	204
Change in fair value of warrant liabilities	65,901	—	65,901	—
Loss on litigation settlement[(2)]	—	—	—	8,079
Adjusted EBITDA	**$ 34,988**	**$ 154**	**$ 107,978**	**$ 12,561**

(1) Stock-based compensation during the three and nine months ended September 30, 2026 relates to restricted stock units and performance restricted stock units issued to employees and board members. There was no equivalent activity for the three and nine months ended September 30, 2025.

(2) Loss on litigation settlement during the nine months ended September 30, 2025 reflects a settlement to resolve shareholder actions. There was no equivalent activity for the three and nine months ended September 30, 2026.

Liquidity and Capital Resources

As of September 30, 2026, the Company had on hand $381.4 million in cash and cash equivalents and 2,954 bitcoin valued at $246.9 million at that date. Our current obligations as of September 30, 2026 totaled $17.5 million and consisted primarily of accrued expenses and accrued capital expenditures. The Company had no outstanding borrowings as of September 30, 2026.

We anticipate having sufficient liquidity on hand for the next twelve months from the net proceeds of the Private Placement, cash generated from the Nscale Agreement,and the sale of accumulated bitcoin to fund operations, the estimated $64 million in capital expenditures ($45 million in 2026 and the remainder in 2027) to upgrade the substation in Ward County, as well as to pursue strategic opportunities. Our ability to liquidate bitcoin earned at future values will be regularly evaluated to generate cash for operations.

We incurred no debt during the nine months ended September 30, 2026 or for the year ended December 31, 2025, and we seek to optimize our balance sheet, operations, and liquidity position to meet our immediate cash flow requirements, and will evaluate leveraging opportunities to meet expansion opportunities over the next twelve months.

Cash Flows

For the nine months ended September 30, 2026 and 2025 we had a net increase in cash and cash equivalents of $337.9 million and net decrease of $25.3 million, respectively. The following table summarizes our cash flow activity for the periods presented:

	Nine Months Ended	
($ in thousands)	**September 30, 2026**	**September 30, 2025**
Net cash used in operating activities	$ (36,844)	$ (112,092)
Net cash provided by (used in) investing activities	(8,557)	86,789
Net cash provided by financing activities	383,313	—
Net increase (decrease) in cash and cash equivalents for the period	$ 337,912	$ (25,303)

Operating Activities

Net cash used in operating activities results from payments made to operate the mining business, particularly to hosting and energy providers, as well as tax payments, general and administrative expenses, and repairs and maintenance to mining equipment. Historically, these expenses are not offset by our revenues, as consideration from the mining pool operator is received in bitcoin rather than cash. The $36.8 million net cash used in operating activities during the nine months ended September 30, 2026, represents a net loss of $30.9 million adjusted for non-cash items including cryptocurrency mining revenue received in bitcoin, depreciation of our miners and other long-lived assets placed in service, change in the fair value of bitcoin held in treasury, change in the fair value of warrant liabilities, an increase in the deferred income taxes, and stock compensation expense. Other material changes to our use of cash in operating activities during the nine months ended September 30, 2026 include a decrease in deferred revenue resulting from the recognition of digital infrastructure solutions revenue at our Ward County facility and an increase in deferred rent receivable resulting from the straight-line recognition of lease revenue under the Nscale Agreement. See “Results of Operations” for further information about the modifications to our business strategy that are driving these non-cash impacts.

Investing Activities

During the nine months ended September 30, 2026, the Company used $8.6 million for investing activities, primarily for purchases of property and equipment, partially offset by proceeds from the disposal of assets held for sale.

Financing Activities

For the nine months ended September 30, 2026, the Company’s net cash from financing activities was a result of $383.3 million net proceeds from the Private Placement, which closed on June 30, 2026.

Contractual Obligations, Commitments and Contingencies

Refer to Note 15 to our condensed consolidated financial statements for further information regarding the Company’s commitments and contingencies.

Critical Accounting Policies and Estimates

Our critical accounting policies and estimates are described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Prospectus. We believe there has been a new critical accounting estimate compared to those discussed in our registration statement.

Warrants

The fair value of the warrant liability requires the use of significant estimates and assumptions. We engage a third-party valuation specialist to assist in determining the fair value of these instruments. The fair value of the warrants are estimated using the Black-Scholes model which has various significant unobservable inputs including expected volatility and contractual remaining term. When estimating expected volatility, management incorporates volatility of comparable public companies and the Company's own volatility. Changes in the estimated fair values of the warrant liability may have a material impact on our results of operations in any given period, as any increases in these liabilities have a corresponding negative impact in our results of operations in the period in which the changes occur.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company's revenue is primarily driven by a 126 month arrangement with Nscale, a global hyperscaler, ("Nscale Agreement") to lease its Ward County facility for use in the HPC/AI sector. In connection with the Nscale Agreement, Nscale provided a guarantee from (i) NVIDIA Corporation in the aggregate face amount equal to the rent payable in the first five years (up to a maximum amount of $860.3 million) and (ii) Nscale's parent company in the aggregate face amount equal to the rent payable from and after the commencement of the sixth year. In addition, if Nscale were to become insolvent, its anchor customer may elect within 30 days to step-into the Nscale Agreement for the remainder of the term.

Within the cryptocurrency mining business, revenue earned is less stable as it is impacted by the value of bitcoin rewards and transaction fees earned by mining. As such, the Company is affected by fluctuations and long-term trends in the value of bitcoin. Bitcoin has its own unique dynamic in terms of valuation, reward rates and similar factors. Any of these factors could lead to material adverse changes in the market for bitcoin, which could in turn result in substantial damage to our business.

Cryptocurrency Mining Revenue

We earn cryptocurrency mining revenue in bitcoin, which is measured at fair value on the day it is earned. Mining revenue is therefore sensitive to the price of bitcoin, as well as to network difficulty, transaction fees and the hashrate of our fleet. For the three months ended September 30, 2026, cryptocurrency mining revenue was $5.1 million. A hypothetical 10% increase or decrease in the weighted average price of bitcoin for the three months ended September 30, 2026 would have increased or decreased cryptocurrency mining revenue by approximately $0.5 million, compared with approximately $3.7 million for the three months ended September 30, 2025. As we continue to transition our assets to the HPC/AI sector, we expect the effect of bitcoin price changes on our total revenue to continue to decline.

	Impact of Bitcoin Price Changes on Cryptocurrency Mining Revenue, net *($ in millions)*	
Change in Average Bitcoin Price	**Three Months Ended September 30, 2026**	**Three Months Ended September 30, 2025**
(20)%	$(1.02)	$(7.42)
(10)%	$(0.51)	$(3.71)
10%	$0.51	$3.71
20%	$1.02	$7.42

Bitcoin Holdings

We hold bitcoin, which is measured at fair value with changes recognized in earnings within (Gain) loss on fair value of cryptocurrency. As of September 30, 2026, we held 2,954 bitcoin with a fair value of $246.9 million. A hypothetical 10% increase or decrease in the price of bitcoin as of September 30, 2026 would have increased or decreased the fair value of our bitcoin holdings, and our income before provision for income taxes, by approximately $24.7 million. Subsequent to September 30, 2026, we sold approximately 737 bitcoin, which reduced our holdings by approximately 25%.

Warrant Liability

In connection with the Private Placement, we issued Warrants to purchase shares of our Class A common stock. The Warrants are classified as liabilities and remeasured at fair value at the end of each reporting period, with changes recognized in earnings within Change in fair value of warrant liabilities. The fair value of the Warrants is primarily sensitive to the market price of our Class A common stock and its expected volatility. An increase in our stock price increases the fair value of the Warrants and results in a loss, and a decrease results in a gain. As of September 30, 2026, the fair value of the Warrant liability was $100.0 million. A hypothetical 10% increase or decrease in the price of our Class A common stock as of September 30, 2026 would have increased or decreased the fair value of the Warrant liability by approximately $19.4 million or $18.5 million, respectively, with a corresponding loss or gain in earnings. The Warrants require cash settlement only in certain change-of-control transactions, and otherwise are expected to be settled in shares of Class A common stock.

Item 4. Controls and Procedures

Limitation on Effectiveness of Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on the evaluation of our disclosure controls and procedures, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective at the reasonable assurance level as of September 30, 2026 due to the material weaknesses in our internal control over financial reporting described below.

Previously Reported Material Weaknesses in Internal Control Over Financial Reporting

A material weakness is a deficiency or combination of deficiencies in our internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements would not be prevented or detected on a timely basis.

As disclosed in the section titled "Risk Factors" in the Prospectus, we previously identified material weaknesses in our internal control over financial reporting: (1) lack of effective controls related to the accounting for mining revenue, bitcoin held, and the related gains and losses, (2) lack of effective IT controls over user access reviews, administrative access, segregation of duties, and change management in our general ledger system; (3) lack of effective controls over the evaluation of goodwill impairment; and (4) lack of effective controls over the accounting for fixed assets held for sale.

We have concluded that these material weaknesses existed because we did not have the necessary business processes, systems, personnel and related internal controls. The deficiencies identified did not result in a material misstatement to our financial statements.

Remediation Efforts to Address Previously Identified Material Weaknesses

The material weaknesses described above arose because as a private company prior to our direct listing, coupled with the rapid growth in our business, we did not have the business processes, systems, personnel, and related internal controls necessary to satisfy the accounting and financial reporting requirements of a public company.

We have taken, and will continue to take action, to remediate these material weaknesses, including:

- engagement with external consultants with extensive Sarbanes-Oxley Act experience;
- implementation of IT general controls to manage access and program changes within our IT environment and to support the evaluation, monitoring, and ongoing effectiveness of key application controls and key reports;
- continued hiring of additional accounting, finance and operations resources with appropriate and sufficient technical expertise; and

- consulting with experts on technical accounting matters, internal controls, and in the preparation of our financial statements.

We believe we are making progress toward achieving effectiveness of our internal control over financial reporting. We will continue to monitor the effectiveness of these remediation measures and will make further changes as management determines to be appropriate. The material weaknesses will not be considered remediated until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are designed and operating effectively. We cannot provide any assurance that these remediation efforts will be effective or that additional material weaknesses will not be identified in the future. We may also conclude that additional measures are required to remediate the material weaknesses in our internal control over financial reporting.

Changes in Internal Control over Financial Reporting

Other than the remediation efforts described above, there were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting

Part II. Other Information

Item 1. Legal Proceedings

Refer to Note 15 to our condensed consolidated financial statements for further information regarding the Company's commitments and contingencies.

Item 1A. Risk Factors

You should carefully consider the risk factors discussed in "Risk Factors" in the Prospectus, which could materially affect our business, financial condition, or future results. There have been no material changes in our risk factors from those disclosed in the Prospectus.

The risks described in the Prospectus are not the only risks facing the Company. You should also consider any risks and uncertainties described under the caption "Risk Factors" in any periodic report or other document that we file with or furnish to the SEC. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 3. Defaults upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Number	Description	Form	File No.	Exhibit	Filing Date
3.1	Amended and Restated Certificate of Incorporation of Ionic Digital Inc.	S-1	333-297125	3.1	June 29, 2026
3.2	Amended and Restated Bylaws of Ionic Digital Inc. (Effective February 13, 2025)	S-1	333-297125	3.2	June 29, 2026
10.1+	Form of Indemnification Agreement of Ionic Digital	S-1/A	333-297125	10.4	July 13, 2026
10.2*+	Ionic Digital Inc. Executive Severance Plan				
10.3+	Omnibus Amendment to Ionic Digital Inc. Omnibus Incentive Plan Performance Restricted Stock Unit Award Grant Notices	10-Q	001-41941	10.4	September 01, 2026
31.1*	Certification of Principal Executive Officer of Ionic Digital Inc. pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2*	Certification of Principal Financial Officer of Ionic Digital Inc. pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1**	Certification of Principal Executive Officer of Ionic Digital Inc. pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
32.2**	Certification of Principal Financial Officer of Ionic Digital Inc. pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				
101.SCH*	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.				
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document).				

* Filed herewith

** Furnished herewith

\+ Indicates a management contract or compensatory plan.

++ Certain confidential portions (indicated by brackets and asterisks) have been omitted from this exhibit because such information is both (i) non-material and (ii) would be competitively harmful if publicly disclosed.

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.

IONIC DIGITAL INC.

Date: November 12, 2026

By: /s/ Andy Stewart
Andy Stewart
Chief Executive Officer
(Principal Executive Officer)

Date: November 12, 2026

By: /s/ Chris Hickman
Chris Hickman
Chief Financial Officer
(Principal Accounting and Financial Officer)

IONIC DIGITAL INC.
EXECUTIVE SEVERANCE PLAN

1. Purpose. The purpose of the Ionic Digital Inc. Executive Severance Plan (the "***Plan***") is to enable the Company to offer certain protections to key employees if they experience a qualifying termination and to ensure their continued dedication to their duties in the event of any threat or occurrence of a Change in Control (as defined below). The Plan is intended to be a "top-hat" plan for the purpose of providing benefits for a select group of management or highly compensated employees.

2. Term. The Plan shall be effective as of the date the Plan is approved by the Board (the "***Effective Date***"). The Plan shall remain in effect until modified or terminated pursuant to Section 10.

3. Definitions.

(a) "***Administrator***" means the Compensation Committee of the Board or another duly constituted committee of the Board designated by the Board as the Administrator hereunder.

(b) "***Base Salary***" means the annual base salary in effect for the Participant immediately before the Participant's termination of employment (without giving effect to any reduction that constitutes Good Reason, if applicable), excluding overtime, bonuses, incentive compensation or any other special payments.

(c) "***Board***" means the Board of Directors of the Company.

(d) "***Bonus***" means the Participant's annual incentive award under the Company's annual incentive program in effect for the Participant for the year in which the Termination Date occurs, based on actual achievement of any applicable performance measures.

(e) "***Cause***" has the meaning set forth in the employment agreement, offer letter or other similar agreement in effect between the Company or any of its affiliates and the Participant. If no such agreement exists or such agreement does not define "Cause," then "Cause" means the Participant's (i) willful neglect in the performance of the Participant's duties to the Company or willful or repeated failure or refusal to perform such duties, (ii) engagement in conduct in connection with the Participant's employment or services for the Company, which results, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any of its affiliates, (iii) conviction of, or plea of guilty or no contest to (A) any felony or (B) any other crime that results, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any of its affiliates, (iv) material violation of the written policies of the Company, including but not limited to those relating to sexual harassment or the disclosure or misuse of confidential information, or those set forth in the manuals or

statements of policy of the Company, (v) fraud or misappropriation, embezzlement, or misuse of funds or property belonging to the Company or any of its affiliates, (vi) act of personal dishonesty that involves personal profit in connection with the Participant's employment with the Company or any of its affiliates, or (vii) any breach of any non-competition, non-solicitation, no-hire, or confidentiality covenant between the Participant and the Company or any of its affiliates; provided, however, that, Tier 1 Participants shall first be afforded 30 days to cure the conduct described in (i), (ii) or (vii) if determined by the Board to be curable, following written notice thereof.

(f) "***Change in Control***" has the meaning set forth in the Company's Omnibus Incentive Plan (or any successor equity incentive plan adopted by the Company); provided, however, that a Change in Control must also constitute a "change in control event" for purposes of Section 409A of the Internal Revenue Code for purposes of determining payment timing of benefits to the extent determined necessary to avoid the imposition of excise taxes or penalties under Section 409A.

(g) "***CIC Protection Period***" means the period commencing on the Change in Control and ending on the date that is 24 months following the Change in Control.

(h) "***CIC Qualifying Termination***" means a termination of the Participant's employment with the Company by the Company without Cause (other than by reason of death or disability) or a termination of the Participant's employment by the Participant for Good Reason, in each case, during the CIC Protection Period.

(i) "***CIC Severance Benefits***" means:

1. If a Participant has been designated to participate in the Plan at a Tier 1 participation level:

    I. Aggregate severance payments in an amount equal to the sum of (A) the Participant's Base Salary that the Participant would have received had the Participant remained employed during the Severance Period set forth on Exhibit A attached hereto (based on the Participant's participation Tier) and (B) the Participant's Target Bonus, payable in equal installments in accordance with the Company's normal payroll practices for the Participant's Severance Period beginning on the date the Release becomes effective and irrevocable; provided, that if the period during which the Release could become effective and irrevocable spans two calendar years, payments of such installments shall not commence until the first normal payroll date in the second calendar year;

    II. Subject to the Participant's timely election of continuation coverage under COBRA, reimbursement or payment of the premiums for the Participant's and his or her covered dependents' participation in the Company's group health plans pursuant to COBRA for a period ending

on the earlier of (A) the end of the Participant's COBRA Period set forth on Exhibit A attached hereto (based on the Participant's participation Tier), and (B) the expiration of the Participant's rights under COBRA;

III. Payment of any earned but unpaid Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, payable on the date when bonuses for such fiscal year are otherwise paid to the Company's executives for such fiscal year;

IV. Payment of an amount equal to the product of (A) the Participant's Target Bonus multiplied by (B) a fraction, the numerator of which is the number of days the Participant was employed by the Company and its subsidiaries during the fiscal year in which the Termination Date occurs and the denominator of which is the total number of days in such year, payable within 15 days following the Termination Date;

V. Any outstanding and unvested equity awards held by the Participant granted prior to the Effective Date shall be subject to the terms of the applicable equity plan and award agreement(s); and

VI. Any outstanding and unvested equity awards held by the Participant granted on or after the Effective Date shall immediately vest in full (and, to the extent applicable, become exercisable), with any performance-based awards vesting at the levels provided in the applicable equity plan and award agreement(s) or previously determined, and if no such levels are provided, assuming the achievement of target performance.

2. If a Participant has been designated to participate in the Plan at a Tier 2 or Tier 3 participation level:

I. Aggregate severance payments in an amount equal to the Participant's Base Salary that the Participant would have received had the Participant remained employed during the Severance Period set forth on Exhibit A attached hereto (based on the Participant's participation Tier), payable in equal installments in accordance with the Company's normal payroll practices for the Participant's Severance Period beginning on the date the Release becomes effective and irrevocable; provided, that if the period during which the Release could become effective and irrevocable spans two calendar years, payments of such installments shall not commence until the first normal payroll date in the second calendar year;

II. Subject to the Participant's timely election of continuation coverage under COBRA, reimbursement or payment of the premiums for the Participant's and his or her covered dependents' participation in the Company's group health plans pursuant to COBRA for a period ending

on the earlier of (A) the end of the Participant's COBRA Period set forth on Exhibit A attached hereto (based on the Participant's participation Tier) and (B) the expiration of the Participant's rights under COBRA;

III. Payment of any earned but unpaid Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, payable on the date when bonuses for such fiscal year are otherwise paid to the Company's executives for such fiscal year;

IV. Any outstanding and unvested equity awards held by the Participant granted prior to the Effective Date shall be subject to the terms of the applicable equity plan and award agreement(s); and

V. Any outstanding and unvested equity awards held by the Participant granted on or after the Effective Date shall immediately vest in full (and, to the extent applicable, become exercisable), with any performance-based awards vesting at the levels provided in the applicable equity plan and award agreement(s) or previously determined, and if no such levels are provided, assuming the achievement of target performance.

(j) "***Closing***" means the date on which a Change in Control is consummated.

(k) "***COBRA***" means the Consolidated Omnibus Budget Reconciliation Act of 1985.

(l) "***COBRA Period***" means the applicable period for the Participant's Tier as set forth on Exhibit A or Exhibit B, as applicable.

(m) "***Code***" means the Internal Revenue Code of 1986 and any guidance and regulations promulgated thereunder.

(n) "***Company***" means Ionic Digital Inc., a Delaware corporation and its affiliated companies and subsidiaries, and following the Closing, shall include any successor.

(o) "***ERISA***" means the Employee Retirement Income Security Act of 1974.

(p) "***Good Reason***" has the meaning set forth in the employment agreement, offer letter or other similar agreement in effect between the Company or any of its affiliates and the Participant. If no such agreement exists or such agreement does not define "Good Reason," then "Good Reason" means (i) a material reduction in the Participant's Base Salary or the Participant's Target Bonus; (ii) a materially adverse change in the Participant's title, duties or responsibilities (including reporting responsibilities); (iii) a relocation of the Participant's principal place of business that increases the Participant's one-way commute by more than 40 miles; (iv) the Company's material breach of any agreement between the Participant and the Company; or (v) a successor to the Company of all or substantially all of the Company's business and/or assets (whether direct or

indirect and whether by purchase, merger, consolidation, liquidation or other transaction) failing to assume the Plan. Notwithstanding the foregoing, any assertion by the Participant of a termination of employment for "Good Reason" shall not be effective unless all of the following conditions are satisfied: (A) the condition giving rise to the Participant's termination of employment must have arisen without the Participant's consent; (B) the Participant must provide notice to the Company of such condition within 30 days of the initial existence of the condition; (C) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by the Company; and (D) the date of the Participant's termination of employment must occur within 90 days after the initial existence of the condition specified in such notice.

(q) "***Participant***" means an employee of the Company or its subsidiary who participates in the Plan pursuant to Section 4.

(r) "***Qualifying Termination***" means, if a Participant has been designated to participate in the Plan at a Tier 1 participation level, a termination of the Participant's employment with the Company by the Company without Cause (other than by reason of death or disability) or a termination of the Participant's employment by the Participant for Good Reason.

(s) "***Severance Benefits***" means, if a Participant has been designated to participate in the Plan at a Tier 1 participation level:

1. Aggregate severance payments in an amount equal to the Participant's Base Salary that the Participant would have received had the Participant remained employed during the Severance Period set forth on Exhibit B attached hereto, payable in equal installments in accordance with the Company's normal payroll practices for the Participant's Severance Period beginning on the date the Release becomes effective and irrevocable; provided, that if the period during which the Release could become effective and irrevocable spans two calendar years, payments of such installments shall not commence until the first normal payroll date in the second calendar year;

2. Subject to the Participant's timely election of continuation coverage under COBRA, reimbursement or payment of the premiums for the Participant's and his or her covered dependents' participation in the Company's group health plans pursuant to COBRA for a period ending on the earliest of (A) the end of the Participant's COBRA Period set forth on Exhibit B attached hereto, (B) the Participant becoming eligible for other employer-sponsored group health benefits or Medicare, and (C) the expiration of the Participant's rights under COBRA;

3. Payment of any earned but unpaid Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, payable on the date when bonuses for such fiscal year are otherwise paid to the Company's executives for such fiscal year; and

4. Payment of a pro-rated Bonus for the fiscal year in which the Termination Date occurs equal to the product of (A) the Participant's Bonus multiplied by (B) a fraction, the numerator of which is the number of days the Participant was employed by the Company and its subsidiaries during the fiscal year in which the Termination Date occurs and the denominator of which is the total number of days in such year, payable on the date when bonuses for such fiscal year are otherwise paid to the Company's executives for such fiscal year but in no event later than two and one-half months following the end of the fiscal year in which the Termination Date occurs.

5. The Participant's unvested equity awards shall be subject to the terms of the applicable equity plan and award agreement(s).

(t) "***Severance Period***" means the applicable period for the Participant's Tier as set forth on Exhibit A or Exhibit B, as applicable.

(u) "***Target Bonus***" means the Participant's target annual incentive opportunity under the Company's annual incentive program in effect for the Participant in the fiscal year in which the Termination Date occurs (without giving effect to any reduction that constitutes Good Reason).

(v) "***Termination Date***" means the date of the Participant's termination of employment with the Company.

4. Eligibility. The Chief Executive Officer, as well as executive officers and other employees selected by the Administrator and notified of their participation, shall be eligible to participate in the Plan. The Administrator may, in its discretion, condition participation upon execution of a Participation Agreement with the Company in the form attached hereto as Exhibit C (a "***Participation Agreement***").

5. Receipt of CIC Severance Benefits and Severance Benefits.

(a) Qualifying Termination. If a Participant has been designated to participate in the Plan at a Tier 1 participation level, upon such Participant's Qualifying Termination, subject to Section 5(d) as applicable, such Participant will receive the Severance Benefits.

(b) CIC Qualifying Termination. Upon a Participant's CIC Qualifying Termination, such Participant will receive the CIC Severance Benefits.

(c) Other Termination. If a Participant has been designated to participate in the Plan at a Tier 1 participation level, upon a termination of employment for any reason other than as the result of a Qualifying Termination or CIC Qualifying Termination, such Participant shall not be entitled to receive any payments or benefits under this Plan. If a Participant has been designated to participate in the Plan at a Tier 2 or Tier 3 participation level, upon a termination of employment for any reason other than as the result of a CIC Qualifying

Termination, such Participant shall not be entitled to receive any payments or benefits under this Plan.

(d) Release of Claims and Restrictive Covenant Agreements. Payment of the Severance Benefits for which a release is specified as being required shall be subject to the Participant's execution (and non-revocation) of a general release of claims in substantially the form attached hereto as Exhibit D (with such other changes as determined to be required under applicable law) (the "***Release***") within the time period specified therein. The Company may stop the payment of any unpaid Severance Benefits or CIC Severance Benefits, as applicable, if the Participant materially breaches any enforceable restrictive covenant under any restrictive covenant agreement between the Participant and the Company, including under any Participation Agreement (following the end of any cure period the Participant may have).

6. Administration.

(a) In the event of any conflict or inconsistency between another document and the terms of the Plan, the terms and conditions of the Plan shall govern and control; provided, however, that a Participant's Participation Agreement will govern their participation in the Plan to the extent of any conflict between a Participation Agreement and the Plan.

(b) The Plan shall be administered by the Administrator in its sole and absolute discretion, and all determinations by the Administrator shall be final, binding and conclusive on all parties and be given the maximum possible deference allowed by law.

(c) The Administrator shall have the authority, consistent with the terms of the Plan, to (i) designate Participants, (ii) determine the terms and conditions relating to the Severance Benefits or CIC Severance Benefits, as applicable, if any, (iii) interpret, administer, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan, (iv) establish, amend, suspend or waive any rules and procedures with respect to the Plan, and (v) make any other determination and take any other action that the Administrator deems necessary or desirable for administration of the Plan, including, without limitation, the timing and amount of payments. The Administrator may delegate to one or more of the officers of the Company the authority to act on behalf of the Administrator.

7. Funding. The obligations of the Company under the Plan are not funded through contributions to a trust or otherwise, and all benefits shall be payable from the general assets of the Company. Nothing contained in the Plan shall give a Participant any right, title or interest in any property of the Company. Participants shall be mere unsecured creditors of the Company.

8. ERISA. The Plan is not intended to provide retirement income or to defer the receipt of payments hereunder to the termination of a Participant's employment or beyond. The Plan is not a pension that is subject to ERISA.

9. Section 409A.

(a) Compliance. Notwithstanding anything herein to the contrary, this Plan is intended to be interpreted and applied so that the payments and benefits set forth herein either shall be exempt from the requirements of Section 409A of the Code to the maximum extent possible or, to the extent not so exempt, shall comply with the requirements of Section 409A of the Code, and this Plan shall be interpreted accordingly. To the extent that the Company determines that any provision of this Plan would cause a Participant to incur any additional tax or interest under Section 409A of the Code, the Company shall be entitled to reform such provision to attempt to comply with or be exempt from Section 409A of the Code through good faith modifications. To the extent that any provision hereof is modified in order to comply with Section 409A of the Code, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Participants and the Company without violating the provisions of Section 409A of the Code. Notwithstanding any of the foregoing to the contrary, none of the Company or its subsidiaries or affiliates or any of their officers, directors, members, employees, agents, advisors, predecessors, successors, or equity holders shall have any liability for the failure of this Plan to be exempt from, or to comply with, the requirements of Section 409A of the Code. Each payment and/or benefit provided hereunder shall be a payment in a series of separate payments for purposes of Section 409A of the Code.

(b) Separation from Service. Notwithstanding anything in this Plan to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Plan unless such termination is also a "separation from service" within the meaning of Section 409A of the Code for purposes of determining payment timing of benefits to the extent determined necessary to avoid the imposition of excise taxes or penalties under Section 409A.

(c) Specified Employee. Notwithstanding anything in this Plan to the contrary, if a Participant is deemed to be a "specified employee" within the meaning of Section 409A of the Code, any payments or benefits due upon a termination of Participant's employment under any arrangement that constitutes a "deferral of compensation" within the meaning of Section 409A of the Code (whether under this Plan or any other plan, program or payroll practice) and which do not otherwise qualify under the exemptions under Treasury Regulations Section 1.409A- 1 (including the short-term deferral exemption and the permitted payments under Treasury Regulations Section 1.409A- 1 (b)(9)(iii)(A)), shall be delayed and paid or provided to Participant in a lump sum on the earlier of (i) the date which is six months and one day after Participant's "separation from service" (as such term is defined in Section 409A of the Code) for any reason other than death, and (ii) the date of Participant's death.

(d) Reimbursements. To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Plan constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the

taxable year in which such expense was incurred by Participant, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; provided, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period in which the arrangement is in effect.

10. Amendment or Termination. Subject to compliance with the requirements of Section 409A of the Code, the Administrator may amend or terminate the Plan in any respect (including any change to the severance benefits hereunder) at any time; *provided, however*, that any amendment that would defer the payment or reduce the amount of severance benefits hereunder to any Participant, or any action that would remove a Participant from participation in the Plan, or any amendment that would revise the definition of Good Reason or Cause in a manner that adversely affects Participants, or any termination of the Plan or other amendment that adversely affects the Participants (each an "***Adverse Action***") shall be effective only with one (1) year's prior written notice to affected Participant(s); *provided further, however*, that no Adverse Action may be (i) adopted or become effective during a CIC Protection Period or (ii) adopted in anticipation of a Change in Control. Notwithstanding the foregoing, the limitations on the timing of Adverse Actions may be waived in writing by any affected Participant.

11. At-Will Employment. Nothing in this Plan or any other act of the Company shall be considered effective to change a Participant's status as an at-will employee or guarantee any duration of employment. Either the Company or a Participant may terminate the employment relationship at any time, for any reason or no reason, and with or without advance notice.

12. Transfer and Assignment. In no event may any Participant sell, transfer, anticipate, assign or otherwise dispose of any right or interest under the Plan. At no time will any such right or interest be subject to the claims of creditors nor liable to attachment, execution, or other legal process.

13. Severability. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if such provision had not been included.

14. Successors. Any successor to the Company of all or substantially all of the Company's business and/or assets (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or other transaction) will assume the obligations under the Plan without any changes thereto and agree expressly to perform the obligations under the Plan in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under the Plan, the term "Company" will include any successor to the Company's business and/or assets which become bound by the terms of the Plan by operation of law, or otherwise.

15. Withholding; Taxes. The Company shall withhold from any Severance Benefits or CIC Severance Benefits all federal, state and local income or other taxes required to be withheld therefrom and any other required payroll deductions.

16. Compensation. Benefits payable hereunder shall not constitute compensation under any other plan or arrangement, except as expressly provided in such plan or arrangement.

17. Interpretation. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Unless the context requires otherwise, all references to laws, regulations, contracts, agreements, plans and instruments refer to such laws, regulations, contracts, agreements, plans and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. All references to "dollars" or "$" in the Plan refer to United States dollars. The word "or" is not exclusive. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Plan, including all Exhibits attached hereto, and not to any particular provision hereof. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation."

18. Entire Agreement. This Plan and any Participation Agreement represents the entire agreement of the Company and the Participants with respect to the subject matter hereof and supersedes all prior understandings, whether written or oral; provided, however, that (i) any restrictive covenants set forth in the Participation Agreement are in addition and not in lieu of any other restrictive covenant agreements between the Participant and the Company and (ii) nothing in this Plan shall supersede, limit, or adversely affect any rights or benefits to which a Participant may be entitled under any other agreement between a Participant and the Company that are more favorable than those provided under this Plan. In the event of any conflict between this Plan and any such agreement, the provision more favorable to the Participant shall govern. For the avoidance of doubt, in no event shall a Participant be entitled to receive duplicate payments or benefits in respect of the same loss, entitlement, or period of service.

19. Governing Law. The provisions of the Plan will be construed, administered, and enforced in accordance with ERISA and, to the extent applicable, the laws of Delaware without regard to its choice of law provisions.

20. Claims and Appeals.

(a) Claims Procedure. Any employee or other person who believes he or she is entitled to any payment under the Plan may submit a claim in writing to the Administrator within 90 days of the earlier of (i) the date the claimant learned the amount of his or her benefits under the Plan or (ii) the date the claimant learned that he or she will not be entitled to any benefits under the Plan. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Plan on which the denial is based. The notice also will describe any

additional information needed to support the claim and the Plan's procedures for appealing the denial. The denial notice will be provided within 90 days after the claim is received. If special circumstances require an extension of time (up to 90 days), written notice of the extension will be given within the initial 90-day period. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision on the claim.

(b) Appeal Procedure. If the claimant's claim is denied, the claimant (or his or her authorized representative) may apply in writing to the Administrator for a review of the decision denying the claim. Review must be requested within 60 days following the date the claimant received the written notice of their claim denial or else the claimant loses the right to review. The claimant (or representative) then has the right to review and obtain copies of all documents and other information relevant to the claim, upon request and at no charge, and to submit issues and comments in writing. The Administrator will provide written notice of its decision on review within 60 days after it receives a review request. If additional time (up to 60 days) is needed to review the request, the claimant (or representative) will be given written notice of the reason for the delay. This notice of extension will indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to render its decision. If the claim is denied (in full or in part), the claimant will be provided a written notice explaining the specific reasons for the denial and referring to the provisions of the Plan on which the denial is based. The notice also will include a statement that the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim and a statement regarding the claimant's right to bring an action under Section 502(a) of ERISA.

(c) Attorneys' Fees. If a Participant is required to bring a claim to receive benefits as a result of a CIC Qualifying Termination, including any claim pursuant to Section 20(a) or appeal pursuant to Section 20(b), the Company shall pay the claimant for all reasonable attorneys' fees that the claimant incurs in connection with such claim or appeal within 30 days of the receipt of the invoice therefor.

21. Clawback. Amounts paid or payable under this Plan shall be subject to the provisions of the applicable clawback or recoupment policies or procedures adopted by the Company prior to, or on, the Effective Date, which clawback or recoupment policies may provide for forfeiture or recoupment of amounts paid or payable under this Plan. No forfeiture or recoupment under such policies or procedures will give rise to a right to resign for Good Reason under the Plan or under any other agreement between a Participant and the Company. Notwithstanding the foregoing or anything else within the Plan or otherwise to the contrary, the Company agrees that a recoupment right during the CIC Protection Period shall apply only if and to the extent required by applicable law.

Certain Excise Taxes. Notwithstanding anything to the contrary in this Plan, if a Participant is a "disqualified individual" (as defined in Section 280G(c) of the Code), and the severance benefits provided for under this Plan, together with any other payments and benefits which the Participant

has the right to receive from the Company, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the severance benefits provided for under this Plan shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by the Participant from the Company will be one dollar ($1.00) less than three times the Participant's "base amount" (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by the Participant shall be subject to the excise tax imposed by Section 4999 of the Code, or (b) paid in full, whichever produces the better net after-tax position to the Participant (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The determination as to whether any such reduction in the amount of the payments provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment is made or provided and through error or otherwise that payment, when aggregated with other payments and benefits from the Company used in determining if a parachute payment exists, exceeds one dollar ($1.00) less than three times the Participant's base amount, then the Participant shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Plan shall require the Company to be responsible for, or have any liability or obligation with respect to, the Participant's excise tax liabilities under Section 4999 of the Code.

EXHIBIT A

CIC Severance Benefits Tiers

Participation Tier	Severance Period	COBRA Period
Tier 1	12 months	12 months
Tier 2	9 months	9 months
Tier 3	6 months	6 months

EXHIBIT B

Severance Benefits Tiers

Participation Tier	Severance Period	COBRA Period
Tier 1	12 months	12 months

EXHIBIT C
IONIC DIGITAL INC.
EXECUTIVE SEVERANCE PLAN
FORM OF PARTICIPATION AGREEMENT

This Participation Agreement (this "***Agreement***") is made and entered into by and between [●] (the "***Participant***") and Ionic Digital Inc., a Delaware corporation (the "***Company***") effective as of [●].

The Company maintains the Ionic Digital Inc. Executive Severance Plan (as amended from time to time, the "***Plan***"). Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Plan. The Plan provides severance payments and benefits in connection with a Participant's [Qualifying Termination or] CIC Qualifying Termination.

By signing this Agreement, the Participant acknowledges and agrees that he or she has read and understands all of the terms of the Plan and this Agreement, [including the covenants set forth in Appendix A attached hereto,][1] and that the Participant agrees to participate in the Plan in Tier [●]. The Participant acknowledges and agrees that such participation is subject to the terms and conditions of the Plan.

Miscellaneous:

(a) [The Participant's participation in the Plan is in lieu of the severance payments and benefits the Participant is eligible to receive under Section 5(b) of that certain employment agreement, entered into as of November 13, 2025, by and between the Participant and the Company (the "***Employment Agreement***"). In the event of any conflict between the Plan and the Employment Agreement with respect to the subject matter hereof, including Section 5(d) of the Employment Agreement, the Plan shall govern. For the avoidance of doubt, except as provided herein, the Employment Agreement, including the restrictive covenants set forth therein, remains in full force and effect.][2]

(b) For purposes of any outstanding awards held by the Participant under the Ionic Digital Inc. Omnibus Incentive Plan (as amended from time to time and any successor equity plan), "Cause" shall have the meaning set forth in the Plan.

(c) This Agreement shall be governed in all respects by the laws of Delaware without regard to the principles of conflict of law.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[1] Note to Draft: Remove bracketed language for CEO.
[2] Note to Draft: Include bracketed language for CEO only.

(e) This Agreement and the Plan represent the entire agreement between the parties with respect to the subject matter hereof and may not be amended except in a writing signed by the Company and the Participant[; provided, however, that the restrictive covenants set forth in Appendix A attached hereto are in addition and not in lieu of any other restrictive covenant agreements between the Participant and the Company][3]. If any dispute should arise under this Agreement, it shall be settled in accordance with the terms of the Plan.

(f) This Agreement shall be binding on the executors, heirs, administrators, successors and assigns of the Participant and the successors and assigns of Company and shall inure to the benefit of the respective executors, heirs, administrators, successors and assigns of the Company.

[*Signature page follows.*]

[3] Note to Draft: Remove bracketed language for CEO.

IN WITNESS WHEREOF, the Participant and the Company hereto have executed this Agreement as of the date first set forth above.

IONIC DIGITAL INC.

_____

Name:
Title:

PARTICIPANT

_____

Name:

Exhibit A

Restrictive Covenant Agreement

This Restrictive Covenant Agreement (this "Agreement"), dated [●], 2026, is entered into by and between [●] ("Executive"), and Ionic Digital Inc. (the "Company", and together, with any of its parent entities, subsidiaries and related or affiliated entities, in each case, determined as of the earlier of the Termination Date or immediately prior to a Change in Control, the "Company Group").

1. Consideration. Executive acknowledges and agrees that Executive's receipt of severance benefits under the Ionic Digital Inc. Executive Severance Plan (the "Plan") constitutes sufficient consideration to support the covenants set forth herein.

2. Acknowledgements. Executive further acknowledges and recognizes that (i) Executive is in possession of specialized information concerning the total operations, conduct, management, and strategy of the Company's business, and that the applicability of Executive's knowledge of these matters will not be limited to Executive's principal location of employment, but rather is expected to be applicable wherever the Company Group conducts business, and (ii) the Company has a legitimate business interest in protecting the acquired Confidential Information, goodwill, and trade secrets of the Company Group. Executive also acknowledges and recognizes the highly competitive nature of the business of the Company Group and that Executive would not have been provided the opportunity to participate in the Plan if Executive did not execute this Agreement.

3. Restrictive Covenants

3.1 Definitions. The following capitalized terms used in this Agreement shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

(a) "Change in Control" has the meaning set forth in the Plan.

(b) "Governmental Entity" means any national, state, county, local, municipal, or other government or any court of competent jurisdiction, administrative agency, commission or other governmental authority or instrumentality.

(c) "Restricted Period" means during Executive's employment or engagement with the Company, and for [●][4] months following the Termination Date.

(d) "Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, or other entity of whatever nature.

(e) "Restrictive Covenants" means the covenants contained in Section 3 of this Agreement.

(f) "Termination Date" means the date of Executive's termination of employment or engagement with the Company Group for any reason.

3.2 Restriction on Disclosure and Use of Confidential Information.

(a) Except as required in the faithful performance of Executive's duties hereunder, during Executive's employment and in perpetuity thereafter, Executive shall maintain in

[4] 12 months for Tier 1; 9 months for Tier 2; 6 months for Tier 3

confidence and shall not directly, indirectly or otherwise, use, disseminate, disclose or publish, or use for Executive's benefit or the benefit of any Person, any confidential or proprietary information or trade secrets (A) of or relating to the Company Group, including, without limitation, information with respect to the Company's or any of member of the Company Group's operations, protocols, processes, products, inventions, business practices, finances, principals, vendors, suppliers, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, compensation paid to employees or other terms of employment or (B) that was or is received or obtained in confidence by, or on behalf of the Company from any other Person (collectively, "Confidential Information"), or deliver to any Person any document, record, notebook, computer program or similar repository of or containing any such Confidential Information; provided that Executive's good faith performance of Executive's duties and responsibilities for the Company Group during employment shall not be deemed a breach of this Section 3.2. Upon Executive's termination of employment for any reason, Executive shall promptly deliver to the Company all correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents or any other documents concerning the Company Group's Confidential Information, customers, business plans, marketing strategies, products or processes. Executive further agrees that any property situated on the premises of, and owned by, any member of the Company Group, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company's personnel at any time with or without notice. Executive may respond to a lawful and valid subpoena or other legal process but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought and shall assist such counsel in resisting or otherwise responding to such process; provided that, subject to Section 3.2(d), (A) Executive shall promptly notify the Company in writing, and consult with and assist the Company in seeking a protective order or request for other appropriate remedy, (B) in the event that such protective order or remedy is not obtained, or if the Company waives compliance with the terms hereof, Executive shall disclose only that portion of the Confidential Information which, based on the written advice of Executive's legal counsel, is legally required to be disclosed and shall exercise reasonable best efforts to provide that the receiving Person shall agree to treat such Confidential Information as confidential to the extent possible (and permitted under applicable law) in respect of the applicable proceeding or process and (C) the Company shall be given an opportunity to review the Confidential Information prior to disclosure thereof.

(b) Without limiting the foregoing, Executive agrees to keep confidential the existence of, and any information concerning, any dispute between Executive and the Company Group, except that Executive may disclose information concerning such dispute to Executive's immediate family, to the Company's senior management and legal personnel charged with handling any such disputes, to the court that is considering such dispute or to Executive's financial and legal counsel and advisors (provided that such counsel and advisors agree not to disclose any such information other than as necessary to the prosecution or defense of such dispute).

(c) Executive further agrees that Executive will not improperly use or disclose any confidential information, proprietary information or trade secrets, if any, of any former employers or any other Person to whom Executive has an obligation of confidentiality, and will not bring onto the premises of the Company Group any unpublished documents or any property belonging to any former employer or any other Person to whom Executive has an obligation of confidentiality unless consented to in writing by the former employer or other Person.

(d) Notwithstanding anything to the contrary in this Agreement, this Section 3.2 is not intended to, and does not, prohibit Executive from reporting possible unlawful conduct to governmental agencies or entities or, if applicable, self-regulatory organizations, or otherwise cooperating or communicating with any such agencies, entities or organizations that may be investigating possible unlawful conduct (including providing documents or other information without notice to the Company Group), or otherwise make disclosures to such agencies, entities, or organizations that are protected under the whistleblower or similar provisions of any such law or regulation, provided that in each case such communications and disclosures are consistent with applicable law and do not violate attorney-client privilege.

(e) Executive is hereby notified, in accordance with the Defend Trade Secrets Act of 2016, that notwithstanding any other provision of this Agreement, Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (y) solely for the purposes of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Executive is further notified that if Executive files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Executive may disclose the employer's trade secrets to Executive's attorney and use the trade secret information in the court proceeding if he: (1) files any document containing the trade secret under seal, and (2) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).

3.3 Non-Competition. During the Restricted Period, Executive will not, directly or indirectly engage in, provide services to, have any equity interest in, or manage or operate any Person, firm, corporation, partnership, business or entity (a "Business") (whether as director, officer, employee, principal, agent, representative, owner, partner, member, security holder, consultant, volunteer or otherwise) that engages in (either directly or through any subsidiary or affiliate thereof) the digital infrastructure and cryptocurrency mining business, including the development of facilities related to digital infrastructure and cryptocurrency mining in any geographic location in which the Company Group engages, whether through selling, distributing, manufacturing, marketing, purchasing, or otherwise, that competes with the Company Group (a "Competing Business") if performing the duties and responsibilities of such engagement or association could result in Executive (1) intentionally or unintentionally using, disclosing or relying on Confidential Information to which Executive had access by virtue of Executive's job duties or other responsibilities with the Company Group or (2) exploiting customer goodwill cultivated in the course of Executive's employment with the Company Group. Notwithstanding the foregoing, Executive shall be permitted to acquire a passive stock or equity interest in such a Competing Business; provided that the stock or other equity interest acquired is not more than five percent (5%) of the outstanding interest in such Business and Executive does not actively participate in the business of such Business.

3.4 Non-Solicitation of Customers and Clients. During the Restricted Period, except in connection with carrying out Executive's responsibilities for, or acting for the benefit of, the Company Group in the ordinary course of business, Executive will not, directly or indirectly, on Executive's own behalf or on behalf of any other Person, recruit or otherwise solicit, any customer, client, distributor, vendor, sales agency, independent sales representative, subscriber, supplier, licensee, licensor or other business relation of the Company Group, or encourage or induce any such Person to terminate its arrangement with the Company Group or otherwise change or interfere with its relationship with the Company Group.

3.5 Non-Solicitation of Executives and Consultants. During the Restricted Period, except in connection with carrying out Executive's responsibilities for, or acting for the benefit of, the Company Group in the ordinary course of business, Executive will not directly or indirectly solicit or recruit, on Executive's own behalf or on behalf of any other Person, the services of, or hire or engage, or interfere with the Company's relationship with, any individual who is (or, at any time during Executive's employment or engagement with the Company, was) an employee, independent contractor or director of the Company, or solicit any of the Company's then-current employees, independent contractors or directors to terminate services with the Company; provided, however, that the placement of general advertisements in newspapers, magazines or electronic media shall not, by itself, constitute a breach of this Section 3.5.

3.6 Intellectual Property Rights.

(a) Inventions and Proprietary Rights. Executive agrees that the results and proceeds of Executive's services for the Company (including, but not limited to, any trade secrets,

products, services, processes, know-how, designs, developments, innovations, analyses, drawings, reports, techniques, technology, formulas, methods, developmental or experimental work, improvements, discoveries, inventions, ideas, source and object codes, programs, matters of a literary, musical, dramatic or otherwise creative nature, writings and other works of authorship) resulting from services performed while an employee of the Company or otherwise in the course of Executive's work for the Company and any works in progress, whether or not patentable or registrable under copyright or similar statutes, that were made, developed, conceived or reduced to practice or learned by Executive, either alone or jointly with others (collectively, "Inventions"), shall be works-made-for-hire and the Company shall be the sole and exclusive owner throughout the universe of any and all trade secret, patent, copyright and other intellectual property rights (collectively, "Proprietary Rights") of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed, with the right to use the same in perpetuity in any manner the Company determines in its sole discretion, without any further payment to Executive whatsoever. Executive hereby irrevocably assigns and agrees to assign any and all of Executive's right, title and interest in and to all Inventions, including, without limitation, any and all Proprietary Rights of whatsoever nature therein and thereto, whether or not now or hereafter known, existing, contemplated, recognized or developed, to the Company, and the Company shall have the right to use the same in perpetuity throughout the universe in any manner determined by the Company without any further payment to Executive whatsoever. Executive shall promptly and fully disclose to the Company all information known to Executive concerning such Inventions. Executive hereby irrevocably assigns to the Company any and all claims, of any nature whatsoever, that Executive now or may hereafter have for past, present or future infringement of any Proprietary Rights assigned hereunder to the Company.

(b) Moral Rights. To the maximum extent permitted by applicable law, Executive hereby irrevocably and unconditionally waives, quitclaims and agrees never to assert, in each case with respect to the Company or any successor or assignee thereof, any claims Executive may now or hereafter have in any jurisdiction to any rights of paternity, integrity, disclosure and withdrawal or any other rights that may be known or referred to as "moral rights" or "authors rights" ("Moral Rights") in or with respect to any Inventions or Proprietary Rights or the use of any of the foregoing. To the extent any Moral Rights cannot be so waived or quitclaimed, Executive hereby consents to any action of the Company or its successor or assignee that would violate such Moral Rights in the absence of such consent. The foregoing waiver, quitclaim, non-assertion and consent are made in favor of, and extend to the Company and all successors and assignees thereof.

(c) Use of Prior IP. Executive agrees not to use, incorporate or include, or permit or cause to be used, incorporated or included, any intellectual property or other proprietary rights owned or purported to be owned by Executive or any other Person (collectively, "Prior IP"), in each case with or in any Inventions or any products or services (or any component or portion thereof) of the Company, in each case, without the prior written consent of the Company. Notwithstanding the foregoing, if, in the course of Executive's employment by the Company, Executive uses, incorporates or includes, or permits or causes to be used, incorporated or included, any Prior IP, in each case with or in any of the Inventions or any products or services (or any component or portion thereof) of the Company, or if Executive uses, or permits or causes to be used, any Prior IP within the scope of Executive's employment by the Company or otherwise in the performance of Executive's work or services for or on behalf of the Company, Executive hereby grants to the Company a perpetual, irrevocable, non-exclusive, worldwide, freely-transferable, royalty-free and fully paid up license (with the right to grant sublicenses through multiple levels of sublicensees) under all proprietary rights to make, have made, use, sell, offer to sell, license, import, export, reproduce, modify, create derivative works of and works based upon, perform, display, execute, distribute, digitally transmit and otherwise exploit any of such Prior IP in any medium or format, whether now known or hereafter developed or discovered.

(d) Executive Assistance. Executive agrees that, from time to time, as may be requested by the Company and at the Company's sole cost and expense, Executive shall do any and all things that the Company may reasonably deem useful or desirable to establish or document the Company's exclusive ownership throughout the United States of America or any other country of any and all Proprietary Rights in any such Inventions, including, without limitation, the execution of appropriate copyright and/or patent applications or assignments. To the extent Executive has any Proprietary Rights in the Inventions that cannot be assigned in the manner described above, Executive unconditionally and

irrevocably waives the enforcement of such Proprietary Rights and grants the Company a perpetual, irrevocable, exclusive, worldwide, freely-transferable, royalty-free and fully paid up license (with the right to grant sublicenses through multiple levels of sublicensees), under all proprietary rights, to make, have made, use, sell, offer to sell, license, import, export, reproduce, modify, create derivative works of and works based upon, perform, display, execute, distribute, digitally transmit and otherwise exploit any Proprietary Rights and Inventions in any medium or format, whether now known or hereafter developed or discovered. This Section 3.6(d) is subject to and shall not be deemed to limit, restrict or constitute any waiver by the Company of any Proprietary Rights of ownership to which the Company may be entitled by operation of law by virtue of Executive's employment with the Company. Executive further agrees that, from time to time, as may be requested by the Company and at the Company's sole cost and expense, Executive shall assist the Company in every proper and lawful way to obtain and from time to time enforce Proprietary Rights relating to Inventions in any and all countries. To this end, Executive shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Executive shall execute, verify and deliver assignments of such Proprietary Rights to the Company or its designees. Executive's obligation to assist the Company with respect to Proprietary Rights relating to such Inventions in any and all countries shall continue beyond the termination of Executive's employment with the Company. If the Company is unable, due to Executive's unavailability or for any other reason, to secure Executive's signature with respect to any documents in connection with any action described in this Section 3.6(d), Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney-in-fact, to act for and on Executive's behalf and stead to execute such documents and to do all other lawfully permitted acts to further any application for, or any prosecution, issuance, maintenance, assignment or transfer of, any Inventions or Proprietary Rights pertaining or related to any such Inventions, or to otherwise carry out the purposes of this Agreement, with the same legal force and effect as if originally executed by Executive. This designation and appointment is deemed coupled with an interest and is irrevocable.

(e) Conflict. Notwithstanding anything to the contrary in this Agreement, in the event of any conflict or inconsistency between the terms of this Section 3.6 and the terms of any prior agreement between Executive and the Company, the terms of such prior agreement shall govern and control.

3.7 Enforcement of Restrictive Covenants.

(a) Rights and Remedies Upon Breach. Executive recognizes and acknowledges that a breach of any of the Restrictive Covenants will cause irreparable damage to the Company and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Executive agrees that in the event of a breach of any of the Restrictive Covenants, in addition to any other remedy that may be available at law or in equity, the Company shall be entitled (without the necessity of showing economic loss or other actual damage) to specific performance and injunctive relief (including temporary restraining orders, preliminary injunctions and/or permanent injunctions) in any court of competent jurisdiction for any actual or threatened breach of any of the Restrictive Covenants.

(b) Severability and Modification of Covenants. Executive acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time and scope and in all other respects. The parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Each of the Restrictive Covenants shall be considered and construed as a separate and independent covenant. Should any part or provision of any of the Restrictive Covenants be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement or such Restrictive Covenant. If any of the provisions of the Restrictive Covenants should ever be held by a court of competent jurisdiction to exceed the scope permitted by the applicable law, such provision or provisions shall be automatically modified to such lesser scope as such court may deem just and proper for the reasonable protection of the Company's legitimate business interests and may be

enforced by the Company to that extent in the manner described above and all other provisions of this Agreement shall be valid and enforceable.

4. Miscellaneous.

4.1 Disclosure of this Agreement. Executive hereby authorizes the Company Group to notify others, including but not limited to clients of the Company Group and, if the Company Group has a reasonable, good-faith belief that a breach of the Restrictive Covenants has occurred or is imminent, any of Executive's future employers or prospective business associates, of the terms and existence of this Agreement and Executive's continuing obligations to the Company pursuant to this Agreement.

4.2 No Employment Contract and No License. Executive acknowledges that this Agreement does not constitute a contract of employment, does not imply that the Company will continue Executive's employment for any period of time and does not change the at-will nature of Executive's employment. Executive further acknowledges that no license to any of the Company's trademarks, patents, copyrights or other proprietary rights is either granted or implied by Executive's access to and utilization of the Confidential Information.

4.3 Assignment and Successors. The Company may assign its rights and obligations under this Agreement to any entity, including any successor to all or substantially all the assets of the Company, by merger or otherwise, and may assign or encumber this Agreement and its rights hereunder as security for indebtedness of the Company Group. Executive may not assign Executive's rights or obligations under this Agreement to any individual or entity. This Agreement shall be binding upon and inure to the benefit of the Company and the Executive and their respective successors, assigns, personnel, legal representatives, executors, administrators, heirs, distributees, devisees and legatees, as applicable.

4.4 Waivers. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (but without reference to provisions concerning the conflicts of laws).

4.6 Entire Agreement; Amendment. Except as set forth in Section 3.6 of this Agreement, this Agreement supersedes all prior agreements, written or oral, between Executive and the Company relating to the subject matter of this Agreement, which is incorporated herein by reference. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by Executive and the Company. Executive agrees that any change or changes in Executive's duties, salary, or other compensation or benefits after the signing of this Agreement shall not affect the validity or scope of this Agreement.

4.7 Survival of Restrictive Covenants. The Restrictive Covenants, and related rights and obligations of the parties to this Agreement, will survive any termination of Executive's employment or engagement with the Company.

[Signatures follow]

IN WITNESS WHEREOF, the Company and Executive have executed this Agreement, effective as of the date first set forth above.

IONIC DIGITAL INC.

_____
Name:
Title:

AGREED TO AND ACCEPTED:

_____
[●]

Exhibit D

Form of Release of Claims ("Release")

1. Release of Claims

In consideration of the severance benefits under the Ionic Digital Inc. Executive Severance Plan (the "Plan"), to which [Name] (the "Executive") agrees that the Executive is not entitled until and unless the Executive executes this Release and it becomes effective in accordance with the terms hereof, the Executive, for and on behalf of the Executive and the Executive's heirs, beneficiaries, devisees, executors, administrators, attorneys, personal representatives, successors and assigns, hereby waives and releases any common law, statutory or other complaints, claims, charges or causes of action of any kind whatsoever, both known and unknown, in law or in equity, fixed or contingent, asserted or unasserted, apparent or concealed, which the Executive ever had, now has or may have against Ionic Digital Inc. (the "Company") and its former, present or future shareholders, parents, subsidiaries, affiliates, predecessors, successors, assigns, directors, officers, partners, members, managers, employees, trustees (in their official and individual capacities), employee benefit plans and their administrators and fiduciaries (in their official and individual capacities), representatives or agents and each of their affiliates, successors and assigns (collectively, the "Releasees"), by reason of facts or omissions which have occurred on or prior to the date that the Executive signs this Release, including, without limitation, any complaint, charge or cause of action arising out of the Executive's employment or termination of employment, or any term or condition of that employment, or arising under federal, state, local or foreign laws pertaining to employment, including, without limitation, the Age Discrimination in Employment Act of 1967 ("ADEA," a law which prohibits discrimination on the basis of age), the Older Workers Benefit Protection Act, the National Labor Relations Act, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Worker Adjustment Retraining and Notification Act and similar state laws, the Equal Pay Act, the Fair Labor Standards Act, the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, all as amended, and any other federal, state and local laws relating to discrimination on the basis of age, sex or other protected class, all claims under federal, state or local laws for express or implied breach of contract, wrongful discharge, defamation, intentional infliction of emotional distress, and any related claims for attorneys' fees and costs. The Executive further agrees that this Release may be pleaded as a full defense to any action, suit, arbitration or other proceeding covered by the terms hereof which is or may be initiated, prosecuted or maintained by the Executive, the Executive's descendants, dependents, heirs, executors, administrators or permitted assigns. By signing this Release, the Executive acknowledges that the Executive intends to waive and release any rights known or unknown that the Executive may have against the Releasees under these and any other laws; provided that the Executive does not waive or release claims with respect to (i) any rights the Executive may have to the severance benefits under the Plan, (ii) any claims or rights under the Company's indemnification obligations in accordance with the certificate of incorporation and bylaws of the Company, (iii) any rights the Executive may have as an insured under any directors and officers liability insurance policies, (iv) vested rights to benefits under Company employee benefit plans, (v) rights that cannot be released as a matter of law and (vi) any rights the Executive may have following the date hereof in the Executive's capacity as a shareholder (collectively, the "Unreleased Claims").[5]

[5] Note to Draft: To update for individual's state.

2. Proceedings

The Executive acknowledges that neither the Executive nor anyone on the Executive's behalf has filed any complaint, charge, claim or proceeding against any of the Releasees before any local, state, federal or foreign agency, court, arbitrator, mediator, arbitration or mediation panel or other body (each individually, a "Proceeding"). The Executive represents that the Executive is not aware of any basis on which such a Proceeding could reasonably be instituted; provided that if the Executive is aware of any basis on which such a Proceeding could reasonably be instituted, then the Executive has disclosed such basis to the Company in writing. The Executive (i) acknowledges that the Executive will not initiate or cause to be initiated on the Executive's behalf any Proceeding (except with respect to an Unreleased Claim) and shall not participate in any Proceeding (except with respect to an Unreleased Claim), in each case, except as required by law, (ii) represents and warrants that neither the Executive nor anyone on the Executive's behalf has filed or joined in any such Proceeding against the Releasees or has pledged, assigned, sold or otherwise transferred, in whole or in part, any such claims and (iii) waives any right the Executive may have to benefit in any manner from any relief (whether monetary or otherwise) arising out of any Proceeding, including the right to recover money if any federal, state or local government agency, including the Equal Employment Opportunity Commission ("EEOC"), pursues a claim on the Executive's behalf or on behalf of a class to which the Executive may belong that arises out of or relates to the Executive's employment or termination of employment. Further, the Executive understands that, by executing this Release, the Executive will be limiting the availability of certain remedies that the Executive may have against the Company and limiting also the ability of the Executive to pursue certain claims against the Releasees. Notwithstanding the above, nothing in Section 1 of this Release shall prevent the Executive from (i) initiating or causing to be initiated on the Executive's behalf any complaint, charge, claim or proceeding against the Company before any local, state or federal agency, court or other body challenging the validity of the waiver of the Executive's claims under ADEA contained in Section 1 of this Release (but no other portion of such waiver); (ii) initiating or participating in an investigation or proceeding conducted by the EEOC; or (iii) reporting possible unlawful conduct to governmental agencies or entities or, if applicable, self-regulatory organizations, or otherwise cooperating or communicating with any such agencies, entities or organizations that may be investigating possible unlawful conduct (including providing documents or other information without notice to the Company), or otherwise make disclosures to such agencies, entities, or organizations that are protected under the whistleblower or similar provisions of any such law or regulation (including the right to receive government-administered whistleblower awards).

3. Time to Consider

The Executive acknowledges that the Executive has been advised that the Executive has twenty-one (21) days from the date of receipt of this Release to consider all the provisions of this Release and to the extent the Executive signs this Release prior to the expiration of such period the Executive does hereby knowingly and voluntarily waive the remaining portion of such period. THE EXECUTIVE FURTHER ACKNOWLEDGES THAT THE EXECUTIVE HAS READ THIS RELEASE CAREFULLY, HAS BEEN ADVISED BY THE COMPANY TO, AND HAS IN FACT, CONSULTED AN ATTORNEY AND FULLY UNDERSTANDS THAT BY SIGNING BELOW THE EXECUTIVE IS GIVING UP CERTAIN RIGHTS WHICH THE EXECUTIVE MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE RELEASEES, AS DESCRIBED IN SECTION 1 OF THIS RELEASE AND THE OTHER PROVISIONS HEREOF. THE EXECUTIVE ACKNOWLEDGES THAT THE

EXECUTIVE HAS NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS RELEASE, AND THE EXECUTIVE AGREES TO ALL OF ITS TERMS VOLUNTARILY.

4. Revocation

The Executive hereby acknowledges and understands that the Executive shall have seven (7) days from the date of execution of this Release to revoke this Release (including, without limitation, any and all claims arising under the ADEA) and that neither the Company nor any other person is obligated to provide any severance benefits to the Executive pursuant to the Plan until eight (8) days have passed since the Executive's signing of this Release without the Executive having revoked this Release (such eighth (8^{th}) day, on which the Release becomes irrevocable and effective, the "Release Effective Date"). If the Executive revokes this Release, the Executive will be deemed not to have accepted the terms of this Release, and no action will be required of the Company under any section of this Release. Any revocation of this Release must be made in writing and delivered to the Company in accordance with the notice provisions of the Plan.

5. Remedies

The Executive understands and agrees that if the Executive breaches any provisions of this Release or fails to timely execute and deliver this Release, or timely revokes the Executive's acceptance of its terms, in addition to any other legal or equitable remedy the Company may have, the Company shall be entitled to cease making any payments or providing any severance benefits to the Executive under the Plan, and the Executive shall reimburse the Releasees for all attorneys' fees and costs incurred by them arising out of any such breach, including in defending against any suit brought by the Executive against the Releasees. The remedies set forth in this paragraph shall not apply to any challenge to the validity of the waiver and release of the Executive's rights under ADEA. In the event that the Executive challenges the validity of the waiver and release of the Executive's rights under ADEA, then the Company's right to attorneys' fees and costs shall be governed by the provisions of ADEA, so that the Company may recover such fees and costs if the lawsuit is brought by the Executive in bad faith. Any such action permitted by this Section, however, shall not affect or impair any of the Executive's obligations under this Release, including without limitation, the release of claims in Section 1 hereof. The Executive agrees further that nothing herein shall preclude the Company from recovering attorneys' fees, costs or any other remedies specifically authorized under applicable law.

6. No Admission

This Release does not constitute an admission of liability or wrongdoing of any kind by the Executive, the Company or any Releasee.

7. General Provisions

The provisions of this Release shall be binding upon the Executive's heirs, executors, administrators, legal representatives and assigns. A failure of any of the Releasees to insist on strict compliance with any provision of this Release shall not be deemed a waiver of such provision or any other provision hereof. If any provision of this Release is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, and in the event

that any provision is determined to be entirely unenforceable, such provision shall be deemed severable, such that all other provisions of this Release shall remain valid and binding upon the Executive and the Releasees. For the avoidance of doubt, each of the Releasees shall be a third-party beneficiary to this Release and shall be entitled to enforce this Release in accordance with its terms.

8. Governing Law

This Release shall be governed and construed by the laws of the United States, and to the extent state law may be applicable, by the laws of the State of [●] applicable to contracts made and to be performed wholly within [●] without regard to the conflicts of laws principles thereof. The Executive hereby represents that the Executive has been represented by counsel and expressly agrees to all the provisions in this Release, including, without limitation, this Section 8.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Executive has executed and delivered this Release as of the date written below.

_____ _____

DATE [Name]

CERTIFICATION UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Andy Stewart certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ionic Digital Inc

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. [Reserved];

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

IONIC DIGITAL INC.

Date: November 12, 2026

By: /s/ Andy Stewart

Andy Stewart
Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Chris Hickman certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ionic Digital, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. [Reserved];

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 12, 2026

By: /s/ Chris Hickman

Chris Hickman
Chief Financial Officer
(Principal Accounting and Financial Officer)

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Andy Stewart, Chief Executive Officer of Ionic Digital(the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. the Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

IONIC DIGITAL INC.

Date: November 12, 2026

By: /s/ Andy Stewart

Andy Stewart
Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Chris Hickman, Chief Financial Officer of Ionic Digital (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. the Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company for the periods presented therein.

Date: November 12, 2026

By: /s/ Chris Hickman

Chris Hickman
Chief Financial Officer
(Principal Accounting and Financial Officer)