

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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, 2025

OR

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

Commission File Number: 001-42047

Exodus Movement, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
15418 Weir St. #333
Omaha, NE⁽¹⁾
(Address of principal executive offices)

81-3548560
(I.R.S. Employer
Identification No.)

68137
(Zip Code)

Registrant's telephone number, including area code: (833) 992-2566

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, par value \$0.000001 per share.	EXOD	NYSE American

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, 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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

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 Exchange Act). Yes ☐ No ☒

As of October 31, 2025, the registrant had 9,859,366 shares of Class A common stock, par value \$0.000001 per share, and 19,465,219 shares of Class B common stock, par value \$0.000001 per share, outstanding.

⁽¹⁾ We are a remote-first company. Accordingly, we do not maintain a headquarters. For purposes of compliance with applicable requirements of the Securities Act of 1933, as amended, and Securities Exchange Act of 1934, as amended, communications may be directed to the listed address.

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Cautionary Note on Forward-Looking Statements

This Quarterly Report on Form 10-Q contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All forward-looking statements are based upon our current expectations and various assumptions and apply only as of the date of this Quarterly Report on Form 10-Q. Our expectations, beliefs, and projections are expressed in good faith, and we believe there is a reasonable basis for them. However, there can be no assurance that our expectations, beliefs and projections will be achieved. Forward-looking statements are generally identified by the words “may,” “will,” “could,” “would,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “project,” “potential,” “continue,” “ongoing,” “forecast,” as well as variations of such words or similar expressions. Forward-looking statements include statements concerning:

- our business plans and strategy;
- projected profitability, performance or cash flows;
- future capital expenditures;
- our growth strategy, including our ability to grow organically and through mergers and acquisitions (“M&A”);
- anticipated financing needs;
- business trends;
- our capital allocation strategy;
- liquidity and capital management; and
- other information that is not historical information.

There are a number of risks, uncertainties and other important factors that could cause our actual results to differ materially from those expressed or implied by our forward-looking statements, including those set forth in the sections titled “Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this Quarterly Report on Form 10-Q and “Item 1A. Risk Factors” of our Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on March 6, 2025 (the “Form 10-K”). You should evaluate all forward-looking statements made in this Quarterly Report on Form 10-Q in the context of these risks and uncertainties.

We caution you that the risks, uncertainties and other factors referred to above and elsewhere in this Quarterly Report on Form 10-Q may not contain all of the risks, uncertainties and other factors that may affect our future results and operations. Moreover, new risks will emerge from time to time. It is not possible for us to predict all risks. In addition, we cannot assure you that we will realize the results, benefits or developments that we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our business in the way expected and you should not place undue reliance on our forward-looking statements.

All forward-looking statements in this Quarterly Report on Form 10-Q apply only as of the date made, unless an earlier date is specified, and are expressly qualified in their entirety by the cautionary statements included in this Quarterly Report on Form 10-Q. Except as required by law, we disclaim any intent to publicly update or revise any forward-looking statements to reflect subsequent events or circumstances.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and you are cautioned not to unduly rely upon these statements.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

Exodus Movement, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
(Unaudited, in thousands, except share and par value)

	September 30, 2025	December 31, 2024
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 50,548	\$ 37,883
U.S. dollar coin	257	12
Treasury bills	-	30,490
Accounts receivable	5,953	7,654
Prepaid expenses	3,496	2,326
Income tax receivable	5,954	4,305
Other current assets	718	125
Total current assets	66,926	82,795
OTHER ASSETS		
Fixed assets, net	426	357
Digital assets	263,911	196,359
Software assets, net	4,788	6,129
Other long-term asset	52	109
Indefinite-lived assets	2,146	2,146
Other investments	200	100
Deferred tax assets	2	-
Total other assets	271,525	205,200
TOTAL ASSETS	\$ 338,451	\$ 287,995
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 4,058	\$ 1,162
Other current liabilities	9,663	7,183
Total current liabilities	13,721	8,345
LONG-TERM LIABILITIES		
Other long-term liabilities	376	344
Deferred tax liability	27,650	21,779
Total long-term liabilities	28,026	22,123
Total liabilities	41,747	30,468
STOCKHOLDERS' EQUITY		
Preferred stock		
\$0.000001 par value, 5,000,000 shares authorized, no shares issued and outstanding	-	-
Class A Common Stock		
\$0.000001 par value, 300,000,000 shares authorized,	-	-
9,772,697 issued and outstanding as of September 30, 2025	-	-
8,460,707 issued and outstanding as of December 31, 2024	-	-
Class B Common Stock		
\$0.000001 par value, 27,500,000 shares authorized,	-	-
19,465,219 issued and outstanding as of September 30, 2025	-	-
19,749,388 issued and outstanding as of December 31, 2024	-	-
ADDITIONAL PAID IN CAPITAL	123,047	124,387
ACCUMULATED OTHER COMPREHENSIVE LOSS	(2,070)	(752)
RETAINED EARNINGS	175,727	133,892
Total stockholders' equity	296,704	257,527
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 338,451	\$ 287,995

The accompanying notes are an integral part of these condensed consolidated financial statements.

Exodus Movement, Inc. and Subsidiaries
Condensed Consolidated Statements of Operations and Comprehensive Income
(Unaudited, in thousands, except per share amounts)

	Three Months Ended September 30, 2025	Three Months Ended September 30, 2024	Nine Months Ended September 30, 2025	Nine Months Ended September 30, 2024
REVENUES	\$ 30,343	\$ 20,117	\$ 92,166	\$ 71,485
EXPENSES (INCOME)				
Technology, development and user support	16,987	11,333	46,610	32,804
General and administrative	14,884	8,466	48,019	25,575
(Gain) loss on digital assets, net	(21,003)	370	(44,694)	(39,197)
Gain on sale of future token interests	-	-	(2,000)	-
Impairment on other assets	-	-	137	-
Staking and other income	(264)	(146)	(241)	(701)
Other loss, net	32	169	494	255
Interest income	(599)	(1,026)	(2,188)	(2,668)
Income before income taxes	\$ 20,306	\$ 951	\$ 46,029	\$ 55,417
INCOME TAX EXPENSE	(3,265)	(108)	(4,194)	(9,393)
NET INCOME	<u>\$ 17,041</u>	<u>\$ 843</u>	<u>\$ 41,835</u>	<u>\$ 46,024</u>
OTHER COMPREHENSIVE (LOSS) INCOME				
Foreign currency translation adjustment	(5)	(637)	(1,318)	31
COMPREHENSIVE INCOME	<u>\$ 17,036</u>	<u>\$ 206</u>	<u>\$ 40,517</u>	<u>\$ 46,055</u>
Net income per share				
Basic net income per share of common stock - Class A	\$ 0.58	\$ 0.03	\$ 1.45	\$ 1.74
Basic net income per share of common stock - Class B	\$ 0.58	\$ 0.03	\$ 1.45	\$ 1.74
Diluted net income per share of common stock - Class A	\$ 0.53	\$ 0.03	\$ 1.30	\$ 1.44
Diluted net income per share of common stock - Class B	\$ 0.53	\$ 0.03	\$ 1.30	\$ 1.44
Weighted average number of shares and share equivalents outstanding				
Weighted average number of shares used in basic computation - Class A	9,714	6,396	9,337	5,314
Weighted average number of shares used in basic computation - Class B	19,463	20,337	19,515	21,161
Weighted average number of shares used in diluted computation - Class A	12,257	9,840	11,948	8,733
Weighted average number of shares used in diluted computation - Class B	20,034	22,485	20,119	23,314

The accompanying notes are an integral part of these condensed consolidated financial statements.

Exodus Movement, Inc. and Subsidiaries
Condensed Consolidated Statements of Changes in Stockholders' Equity
(Unaudited, in thousands)

	Class A Shares	Class B Shares	Additional Paid In Capital	Accumulated Other Comprehensive Loss	Retained Earnings (Accumulated Deficit)	Total Stockholders' Equity
BALANCES as of January 1, 2024	4,320	21,760	\$ 122,558	\$ (1,477)	\$ (17,320)	\$ 103,761
Cumulative effect adjustment to the opening balance of retained earnings for ASU 2023-08 adoption, net of tax	-	-	-	-	38,254	38,254
Stock-based compensation	-	-	1,903	-	-	1,903
Issuance of Common Stock upon settlement of restricted stock units, net of shares withheld for taxes	234	-	(334)	-	-	(334)
Conversion from Class B to Class A	240	(240)	-	-	-	-
Foreign currency translation adjustment	-	-	-	703	-	703
Net income	-	-	-	-	54,787	54,787
BALANCES as of March 31, 2024	4,794	21,520	\$ 124,127	\$ (774)	\$ 75,721	\$ 199,074
Stock-based compensation	-	-	2,256	-	-	2,256
Issuance of Common Stock upon settlement of restricted stock units, net of shares withheld for taxes	250	-	(883)	-	-	(883)
Foreign currency translation adjustment	-	-	-	(35)	-	(35)
Net loss	-	-	-	-	(9,606)	(9,606)
BALANCES as of June 30, 2024	5,044	21,520	\$ 125,500	\$ (809)	\$ 66,115	\$ 190,806
Stock-based compensation	-	-	1,599	-	-	1,599
Issuance of Common Stock upon settlement of restricted stock units, net of shares withheld for taxes	248	-	(1,457)	-	-	(1,457)
Exercised options, non-cash	-	9	-	-	-	-
Conversion from Class B to Class A	1,192	(1,192)	-	-	-	-
Foreign currency translation adjustment	-	-	-	(637)	-	(637)
Net income	-	-	-	-	843	843
BALANCES as of September 30, 2024	6,484	20,337	\$ 125,642	\$ (1,446)	\$ 66,958	\$ 191,154
BALANCES as of January 1, 2025	8,460	19,749	\$ 124,387	\$ (752)	\$ 133,892	\$ 257,527
Stock-based compensation	-	-	2,759	-	-	2,759
Exercised options, net of options withheld for taxes and exercise price	-	233	(1,764)	-	-	(1,764)
Issuance of Common Stock upon settlement of restricted stock units, net of shares withheld for taxes	241	-	(3,848)	-	-	(3,848)
Conversion from Class B to Class A	523	(523)	-	-	-	-
Foreign currency translation adjustment	-	-	-	(254)	-	(254)
Net loss	-	-	-	-	(12,873)	(12,873)
BALANCES as of March 31, 2025	9,224	19,459	\$ 121,534	\$ (1,006)	\$ 121,019	\$ 241,547
Stock-based compensation	-	-	3,175	-	-	3,175
Exercised options, net of options withheld for taxes and exercise price	-	8	(97)	-	-	(97)
Issuance of Common Stock upon settlement of restricted stock units, net of shares withheld for taxes	270	-	(4,113)	-	-	(4,113)
Foreign currency translation adjustment	-	-	-	(1,059)	-	(1,059)
Net income	-	-	-	-	37,667	37,667
BALANCES as of June 30, 2025	9,494	19,467	\$ 120,499	\$ (2,065)	\$ 158,686	\$ 277,120
Stock-based compensation	-	-	5,000	-	-	5,000
Exercised options, net of options withheld for taxes and exercise price	-	16	(163)	-	-	(163)
Issuance of Common Stock upon settlement of restricted stock units, net of shares withheld for taxes	261	-	(2,685)	-	-	(2,685)
Conversion from Class B to Class A	18	(18)	-	-	-	-
Foreign currency translation adjustment	-	-	-	(5)	-	(5)
Equity warrants	-	-	396	-	-	396
Net income	-	-	-	-	17,041	17,041
BALANCES as of September 30, 2025	9,773	19,465	\$ 123,047	\$ (2,070)	\$ 175,727	\$ 296,704

The accompanying notes are an integral part of these condensed consolidated financial statements.

Exodus Movement, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	Nine Months Ended September 30, 2025	Nine Months Ended September 30, 2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 41,835	\$ 46,024
Adjustments to reconcile net income to net cash used in operating activities		
Depreciation and amortization	2,931	3,862
Deferred tax expense	5,869	6,752
Impairment of other assets	137	-
Gain on digital assets, net	(44,694)	(39,197)
Gain on sale of future token interests	(2,000)	-
Staking and other income	(241)	(701)
Other loss, net	494	255
Stock based compensation	10,941	5,252
Accrued interest income	(731)	(1,824)
Other operating activities settled in digital assets and USDC ⁽¹⁾	(33,753)	(23,774)
Change in operating assets and liabilities:		
Accounts receivable	389	(89)
Prepaid expenses	(297)	(1,610)
Income tax receivable	(1,649)	(667)
Other current assets	(704)	(98)
Other long-term asset	57	(40)
Accounts payable	2,951	549
Other current liabilities	2,190	(1,532)
Other long-term liabilities	32	35
Net cash used in operating activities	(16,243)	(6,803)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment in SAFE Note	(100)	-
Proceeds from sale of future token interests	2,000	-
Purchases of fixed assets	(182)	(228)
Purchase of treasury bills	(4,938)	(73,262)
Redemption of treasury bills	35,692	74,819
Purchases of digital assets	(2,399)	(2,534)
Disposal of digital assets held	11,586	26,097
Purchase of domain names	-	(151)
Net cash provided by investing activities	41,659	24,741
CASH FLOWS FROM FINANCING ACTIVITIES		
Repurchase of shares to pay employee withholding taxes	(12,751)	(2,684)
Net cash used in financing activities	(12,751)	(2,684)
Change in cash and cash equivalents, and restricted cash and cash equivalents	12,665	15,254
Cash and cash equivalents, and restricted cash and cash equivalents		
Beginning of period	37,883	11,376
End of period	50,548	26,630
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Non-cash issuance of stock	\$ 81	\$ 10
Fixed assets purchased with digital assets	(36)	-
Non-cash capitalized software costs settled in digital assets and stock (including stock-based compensation of \$389 and \$506 respectively)	(1,605)	(2,959)
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid for income taxes	(3)	(4,300)

(1) See Note 5, "Intangible Assets".

The accompanying notes are an integral part of these condensed consolidated financial statements.

Exodus Movement, Inc. and Subsidiaries

Notes to Unaudited Condensed Consolidated Financial Statements

1. Nature of Business

Exodus Movement, Inc. (“Exodus” or “the Company” or “we”) was incorporated in Delaware in July 2016. The Company operates in the FinTech subsector of the greater blockchain and digital asset industry. The Company has developed an un-hosted self-custodial digital asset wallet on the Exodus Platform and contracts with third parties to provide various services to users that utilize the Company’s wallet through the platform.

2. Summary of Significant Accounting Policies

The accompanying condensed consolidated financial statements of the Company are unaudited. These unaudited condensed consolidated financial statements have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) on the same basis as the audited consolidated financial statements and in management’s opinion, reflect all the adjustments, consisting only of normal, recurring adjustments, that are necessary for the fair statement of the Company’s condensed consolidated financial statements for the periods presented. The unaudited condensed consolidated results of operations for the three and nine months ended September 30, 2025, are not necessarily indicative of the results to be expected for the full year or any other period.

These condensed consolidated financial statements and accompanying notes should be read in conjunction with the audited consolidated financial statements and notes included in the Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on March 6, 2025 (the “Form 10-K”).

There were no changes to the significant accounting policies that were disclosed in Note 2 Summary of Significant Accounting Policies to the audited consolidated financial statements included in the Form 10-K.

Concentration of Revenue

Revenue from Application Programming Interface Providers (“API Providers”) exceeding 10% of total revenues for the three and nine months ended September 30, 2025 and 2024, were as follows (in thousands):

	Three Months Ended September 30, 2025	Three Months Ended September 30, 2024	Nine Months Ended September 30, 2025	Nine Months Ended September 30, 2024
Company A	\$ 4,382	\$ 3,692	\$ 11,450	\$ 14,224
Company B	6,089	4,157	15,036	14,443
Company C	4,199	3,418	14,504	12,512
Company D ⁽¹⁾	-	2,574	9,197	9,402
Company E ⁽²⁾	3,760	-	14,133	-

(1) Company D did not have over 10% of revenue during the three months ended September 30, 2025.

(2) Company E did not have over 10% of revenue during the three and nine months ended September 30, 2024.

Digital Assets

As of September 30, 2025, the Company held \$263.9 million of digital assets at fair value. The Company presents digital assets separately from other intangible assets on the condensed consolidated balance sheets. The net activity from remeasurement of digital assets at fair value is reflected in the condensed consolidated statements of operations and comprehensive income within expenses (income). Digital assets that are received as noncash consideration in our revenue arrangements and sold for cash within seven days are presented as cash flows from operating activities in other operating activities settled in digital assets and U.S. Dollar Coin (“USDC”), while other digital asset activity held longer than seven days is reflected as cash flows from investing activities under disposal of digital assets held in the consolidated statements of cash flows. The Company uses a mix of non-custodial and custodial services at multiple locations that are geographically dispersed to store its digital assets.

Digital assets are recorded at fair value based on quoted prices in the principal market for each respective digital asset as of the measurement date, in accordance with ASC 820, Fair Value Measurement. The principal market represents the market with the greatest volume and level of activity for the specific asset that the Company has access to on the measurement date. Fair value determinations are based on observable quoted prices (Level 1 inputs) in those markets. The cost basis of digital assets is calculated on a first-in, first-out basis, and changes in fair value are recognized in current-period earnings.

Amounts are recorded at fair value based on the principal market rates. Refer to Note 5, Intangible Assets, and Note 11, Fair Value Measurements.

Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The following fair value hierarchy is used in selecting inputs, with the highest priority given to Level 1, as these are the most transparent or reliable:

- Level 1 – Quoted prices for identical instruments in active markets.
- Level 2 – Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets.
- Level 3 – Valuations derived from valuation techniques in which one or more significant inputs are not observable.

Prices may fall within Level 1, 2 or 3 depending upon the methodology and inputs used to estimate fair value for each specific security. In general, securities are priced using third-party pricing services. Securities not priced by pricing services are submitted to independent brokers for valuation and, if those are not available, internally developed pricing models are used to value assets using a methodology and inputs that market participants presumably would use to value the assets. Prices obtained from third-party pricing services or brokers are not adjusted.

Recently Issued Accounting Pronouncements Pending Adoption

Targeted Improvements to the Accounting for Internal-Use Software

In September 2025, the Financial Accounting Standards Board ("FASB") issued ASU 2025-06, "Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software" (herein, the "Update"). The amendments in this Update (i) remove all references to prescriptive software development "project stages," (ii) refocus the capitalization threshold such that an entity begins capitalizing when (a) management authorizes and commits to funding the project and (b) it is probable that the project will be completed and used for its intended function (subject to evaluation of significant development uncertainty). The amendments in this Update do not (i) amend the accounting for external-use software under Subtopic 985-20, (ii) change the types of internal-use software costs eligible for capitalization (e.g., data conversion, training, maintenance costs generally remain expensed), or (iii) modify when capitalization ceases (i.e., when the software is substantially complete and ready for its intended use). The amendments in this Update are effective for annual periods beginning after December 15, 2027, and for interim periods within those annual periods. Early adoption is permitted, but only as of the beginning of an annual reporting period. Entities may elect a prospective, retrospective, or modified retrospective transition approach. The Company is currently evaluating the impact of adopting the standard on the condensed consolidated financial statements.

Expense Disaggregation Disclosures

In November 2024, the FASB issued ASU 2024-03, "Expense Disaggregation Disclosures" (herein, the "Update"). The Update aims to enhance disclosures regarding a public business entity's expenses, specifically addressing investor requests for more detailed information on the types of expenses included in commonly presented expense captions such as cost of sales, selling, general and administrative expenses ("SG&A"), and research and development ("R&D"). The amendments in this Update require additional transparency on the breakdown of expenses, including purchases of inventory, employee compensation, depreciation, amortization, and depletion. The amendments in this Update are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. The amendments may be applied either prospectively to financial statements issued for reporting periods after the effective date, or retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the impact of the Update on its financial reporting and will adopt the standard in accordance with the required effective date. In January 2025, the FASB issued ASU 2025-01 which clarifies the disclosure requirements for public business entities adopting the Update. ASU 2025-01 specifies that all public business entities should initially adopt the disclosure requirements presented in ASU 2024-03 in the first annual reporting period beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact of adopting the standard on the condensed consolidated financial statements.

Improvements to Income Tax Disclosures

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09"), which modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit (separated between domestic and foreign) and (3) income tax expense or benefit from continuing operations (separated by federal, state and foreign). ASU 2023-09 also

requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The guidance is effective for annual periods beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. ASU 2023-09 should be applied on a prospective basis, but retrospective application is permitted. This guidance only impacts footnote disclosures and will not impact our consolidated financial statements. The Company is currently evaluating the impact of adopting the standard on the condensed consolidated financial statements.

3. Revenue Recognition

The following table presents the Company's revenues disaggregated by geography, based on the addresses of the Company's customers (in thousands, except percentages):

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
Republic of the Marshall Islands	\$ 6,151	20.3 %	\$ 5,993	29.8 %	\$ 23,701	25.7 %	\$ 21,914	30.7 %
Hong Kong	8,480	27.9	4,687	23.3	21,807	23.7	15,590	21.8
British Virgin Islands ⁽¹⁾	4,031	13.3	-	-	16,100	17.5	-	-
Seychelles	4,382	14.4	3,692	18.4	11,450	12.4	14,224	19.9
Other ⁽²⁾	7,299	24.1	5,745	28.5	19,108	20.7	19,757	27.6
Revenues	<u>\$ 30,343</u>	<u>100.0 %</u>	<u>\$ 20,117</u>	<u>100.0 %</u>	<u>\$ 92,166</u>	<u>100.0 %</u>	<u>\$ 71,485</u>	<u>100.0 %</u>

(1) Country did not exceed 10% in 2024 and was included in Other.

(2) No other individual country accounted for more than 10% of total revenue.

The following table presents the Company's revenue disaggregated by products and services for the three and nine months ended September 30, 2025 and 2024 (in thousands, except percentages):

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
Exchange aggregation	\$ 26,894	88.6 %	\$ 18,124	90.1 %	\$ 84,118	91.3 %	\$ 64,816	90.7 %
Fiat onboarding	1,321	4.4	852	4.2	3,449	3.7	2,816	3.9
Staking	1,817	6.0	488	2.4	3,515	3.8	1,655	2.3
Consulting	84	0.3	307	1.5	699	0.8	853	1.2
Other ⁽¹⁾	227	0.7	346	1.8	385	0.4	1,345	1.9
Revenues	<u>\$ 30,343</u>	<u>100.0 %</u>	<u>\$ 20,117</u>	<u>100.0 %</u>	<u>\$ 92,166</u>	<u>100.0 %</u>	<u>\$ 71,485</u>	<u>100.0 %</u>

(1) Other includes \$0.2 million and \$0.3 million related to non-fungible token revenue for the three and nine months ended September 30, 2025, respectively, and \$0.3 million and \$1.2 million related to non-fungible token revenue for the three and nine months ended September 30, 2024, respectively.

The following table presents the Company's contract balances as of September 30, 2025 and December 31, 2024 (in thousands):

Balance January 1, 2024	\$ 727
Prior period performance obligation satisfied	(727)
Increase in contract liability	100
Current period performance obligation satisfied	(88)
Balance December 31, 2024	<u>12</u>
Prior period performance obligation satisfied	(12)
Increase in contract liability	71
Current period performance obligation satisfied	(71)
Balance September 30, 2025	<u>\$ -</u>

4. Prepaid Expenses

The Company prepays certain expenses due to the nature of the service provided or to capture certain discounts. The table below shows a breakout of these prepaid expenses for the periods presented (in thousands):

	September 30, 2025	December 31, 2024
Accounting, consulting, and legal services	\$ 1,198	\$ 540
Prepaid software	788	762
Prepaid cloud services	738	669
Prepaid insurance	383	53
Prepaid travel	221	—
Marketing	168	220
Partner fees	—	82
Prepaid expenses	<u>\$ 3,496</u>	<u>\$ 2,326</u>

5. Intangible Assets

Indefinite-Lived Asset

Indefinite-lived assets were \$2.1 million as of September 30, 2025 and December 31, 2024. The Company purchased the exodus.com domain name in the first quarter of 2021 for \$1.9 million. In the second quarter of 2024, the Company purchased a domain name for \$0.2 million. The Company considers these assets to be indefinite-lived, resulting in no recognition of amortization.

Digital Assets

The table below outlines the fair value of our digital assets based on publicly available rates as of the dates presented as well as the cost (in thousands, except units):

	Units	Cost Basis	Fair Value
As of September 30, 2025			
Bitcoin	2,123	\$ 96,482	\$ 242,387
Ethereum	2,770	5,321	11,490
Solana	47,502	6,328	9,936
Other	172,185,790	100	98
Digital assets		<u>\$ 108,231</u>	<u>\$ 263,911</u>
As of December 31, 2024			
Bitcoin	1,941	69,707	181,238
Ethereum	2,655	4,967	8,847
Solana	24,472	2,241	4,628
Other	10,011,770	5,641	1,646
Digital assets		<u>\$ 82,556</u>	<u>\$ 196,359</u>

The following table summarizes other operating activities settled in digital assets and USDC (in thousands):

	Nine Months Ended September 30,	
	2025	2024
Revenues	\$ (92,006)	\$ (70,864)
Expenses	29,218	16,744
Conversion of digital assets and USDC to cash, net	28,615	27,112
Accounts receivable and other current assets	1,422	315
Payroll liabilities	316	2,888
Currency translation related to digital assets	(1,318)	31
Other operating activities settled in digital assets and USDC	<u>\$ (33,753)</u>	<u>\$ (23,774)</u>

Gain on Sale of Future Token Interests

In June 2025, the Company sold its right to receive 6,666,667 of its 13,333,334 Magic Eden tokens from Eden Protocol Limited. A gain on sale of future token interests of \$2.0 million was recognized as a result of the sale and is presented in the condensed consolidated statements of operations and comprehensive income. The right to receive future Magic Eden token interests represents an embedded derivative that had a fair value of zero as of September 30, 2025 and December 31, 2024.

6. Fixed Assets, Net

Fixed assets, net, consisted of the following (in thousands):

	September 30, 2025	December 31, 2024
Computer equipment	\$ 943	\$ 940
Vehicles	202	237
Furniture and fixtures	19	21
Fixed assets, gross	1,164	1,198
Less: accumulated depreciation	(738)	(841)
Fixed assets, net	\$ 426	\$ 357

Depreciation expense was less than \$0.1 million and \$0.1 million for the three and nine months ended September 30, 2025, respectively, and less than \$0.1 million and \$0.2 million for the three and nine months ended September 30, 2024, respectively.

7. Software Assets, Net

Costs incurred are used to develop internal software applications and consist of mainly compensation and benefits. We capitalize software development costs upon the establishment of technological feasibility. During the three and nine months ended September 30, 2025, we capitalized \$0.5 million and \$1.6 million, respectively, of software development costs. When the software is ready for use, these capitalized costs are amortized on a straight-line basis over the estimated useful life, estimated to be three years.

Software assets, net, consisted of the following (in thousands):

	September 30, 2025	December 31, 2024
Software in development	\$ 771	\$ 1,400
Software assets in use	13,025	11,240
Less: accumulated amortization	(9,008)	(6,511)
Software assets in use, net	4,017	4,729
Software assets, net	\$ 4,788	\$ 6,129

The following summarizes the future amortization expense as of September 30, 2025 (in thousands):

Three months ending December 31, 2025	\$ 766
2026	2,070
2027	1,119
2028	62
	\$ 4,017

Amortization expense was \$0.8 million and \$2.8 million for the three and nine months ended September 30, 2025, respectively, and \$1.3 million and \$3.7 million for the three and nine months ended September 30, 2024, respectively.

8. Stockholders' Equity

The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion rights. Each share of Class A common stock is entitled to one vote per share. Each share of Class B common stock is entitled to ten votes per share and is convertible into one share of Class A common stock.

In December 2024, our Class A Common Stock was listed for quotation on the NYSE American under the symbol "EXOD".

In April 2024, our Class A Common Stock was listed for quotation on the OTCQX under the symbol “EXOD”. OTC Markets approval was received in April 2024.

In January 2024, our Class A Common Stock was listed for quotation on the OTCQB under the symbol “EXOD”. OTC Markets approval was received in January 2024 and in January the initial qualifying deposit was made and initial trades have occurred.

Stock-Based Compensation

Options and Equity Grants Issued

The 2019 Equity Incentive Plan adopted in September 2019 (the “2019 Plan”) permitted the Company to grant non-statutory stock options, incentive stock options, and other equity awards to Exodus team members, directors, and consultants. The exercise price for options issued under the 2019 Plan is determined by the board of directors, but will be (i) in the case of an incentive stock option granted to an employee or consultant who owns stock representing more than 10% of the voting power of all classes of stock of Exodus, no less than 110% of the fair market value per share on the date of grant; or (ii) granted to any other team member or consultant, no less than 100% of the fair market value per share on the date of grant. The contractual life for all options issued under the 2019 Plan is 10 years. The 2019 Plan authorized grants to issue up to 3,000,000 options (prior to the 2021 Equity Incentive Plan) that are convertible into shares of authorized but unissued Class B common stock. As of September 30, 2025, there were 555,715 shares of Class B common stock options outstanding.

In August 2021, the Company also adopted the 2021 Equity Incentive Plan (the “2021 Plan”). The 2021 Plan permits the Company to grant non-statutory stock options, incentive stock options and other equity awards, such as restricted stock awards, to Exodus team members, directors, and consultants. The exercise price for options issued under the 2021 Plan is determined by the board of directors, but will be (i) in the case of an incentive stock option granted to an employee who owns stock representing more than 10% of the voting power of all classes of stock of Exodus, no less than 110% of the fair market value per share on the date of grant; or (ii) granted to any other team member or consultant, no less than 100% of the fair market value per share on the date of grant. The contractual life for all options issued under the 2021 Plan is 10 years. The 2021 Plan initially authorized the issuance of up to 2,780,000 awards convertible into shares of authorized but unissued Class A common stock. Pursuant to the terms of the 2021 Plan, the Company may increase the share pool annually by up to 5% of the Company’s outstanding shares of capital stock. As of December 31, 2024, a total of 6,662,936 shares of Class A common stock were reserved for issuance under the 2021 Plan. In August 2025, the Company added 1,453,470 additional shares to the reserve pool in accordance with the Evergreen provision, bringing the total number of shares reserved for issuance under the 2021 Plan to 8,116,406 as of September 30, 2025. As of September 30, 2025, there were 2,410,136 restricted stock units that are authorized and outstanding with a fair value of \$66.9 million and 509 restricted stock units were vested but not yet issued.

Upon the approval of the 2021 Plan, the Company can no longer grant non-statutory stock options, incentive stock options, or other equity awards to Exodus team members, directors, or consultants under the 2019 Plan.

Terms of our share-based compensation are governed by the plan in which awards were issued.

The following table summarizes stock option activities for the nine months ended September 30, 2025 and 2024:

	Options	Weighted Average Exercise Price Price
Outstanding as of January 1, 2024	2,156,632	\$ 2.40
Exercised	(10,726)	2.39
Forfeited	(302)	2.39
Outstanding as of September 30, 2024	2,145,604	\$ 2.40
Outstanding as of January 1, 2025	866,135	2.41
Exercised	(310,420)	2.40
Outstanding as of September 30, 2025	555,715	\$ 2.41
Vested and exercisable as of September 30, 2025	555,715	\$ 2.41

The following table summarizes RSU activities for the nine months ended September 30, 2025 and 2024:

	Restricted Stock Units	Weighted Average Grant Date Fair Value
Outstanding as of January 1, 2024	2,797,071	\$ 3.92
Granted	1,655,773	4.89
Settled	(990,997)	4.65
Forfeited	(204,930)	4.02
Outstanding as of September 30, 2024	3,256,917	\$ 4.19
Outstanding as of January 1, 2025	2,904,901	4.14
Granted	720,227	34.46
Settled	(1,073,854)	8.57
Forfeited	(141,138)	10.79
Outstanding as of September 30, 2025	2,410,136	\$ 10.81

We recognized stock-based compensation related to options and restricted stock units of \$5.0 million and \$10.9 million for the three and nine months ended September 30, 2025, respectively, and \$1.6 million and \$5.8 million for the three and nine months ended September 30, 2024, respectively.

Stock-based compensation is recorded on the Company's condensed consolidated statements of operations and comprehensive income as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Technology, development, and user support	\$ 2,700	\$ 561	\$ 5,033	\$ 2,290
General and administrative	2,300	1,038	5,901	3,468
Stock-based compensation	\$ 5,000	\$ 1,599	\$ 10,934	\$ 5,758

As of September 30, 2025, total unrecognized stock-based compensation expense was \$10.9 million. This compensation is expected to be recognized over a weighted-average period of 1.6 years.

Warrants

During the three months ended September 30, 2025, the Company issued warrants to purchase 20,000 shares of its common stock to a third-party; no cash was received or paid in connection with the issuance. The fair value of the warrants was recorded to stock-based compensation expense within General and administrative expenses and a corresponding increase to Additional paid-in capital. The fair value of the warrants at issuance was estimated at \$0.4 million using the Black-Scholes option-pricing model, based on the following weighted-average assumptions:

	September 30, 2025
Exercise price	\$ 31.90
Risk-free interest rate	4.03%
Expected dividend yield	0%
Expected volatility	81.32%
Expected life (years)	7.0

All warrants outstanding will expire in August of 2032.

9. Income Taxes

At the end of each interim period, the Company records income taxes by applying an estimated annualized effective tax rate to the current period income or loss before income taxes. The Company's annualized effective tax rate is based on pre-tax earnings, enacted U.S. statutory tax rates, non-deductible expenses, tax credits, certain tax rate differences between U.S. and foreign jurisdictions, and

specific events that are discretely recognized entirely within the interim period in which they occur. Exodus' foreign subsidiary Proper Trust AG files an income tax return in Switzerland.

For the three months ended September 30, 2025 and 2024, the Company recorded an income tax expense of \$3.3 million on pre-tax income of \$20.3 million and an income tax expense of \$0.1 million on a pre-tax income of \$1.0 million, resulting in effective tax rates of 16.1% and 11.4%, respectively. For the nine months ended September 30, 2025 and 2024, the Company recorded an income tax expense of \$4.2 million on pre-tax income of \$46.0 million and an income tax expense of \$9.4 million on a pre-tax income of \$55.4 million, resulting in effective tax rates of 9.1% and 16.9%, respectively.

Our effective tax rate for the nine months ended September 30, 2025 was primarily impacted by federal research tax credits and the change in permanent differences, including the tax benefit from the foreign derived intangible income, non-deductible expenses and discrete items, including stock-based compensation and tax effect of realized and unrealized digital asset gains and losses during the period. For purposes of recording the discrete tax expense related to digital assets, for the nine months ended September 30, 2025 realized gains or losses are recorded to the Company's current taxes payable and unrealized gains and losses are recorded to the deferred tax liability based on current period activity. The effective tax rate for the nine months ended September 30, 2024 was primarily impacted by the change in permanent differences and discrete items, including the tax benefit from the foreign derived intangible income and the effect of digital asset gains and losses, specifically recognized in the period.

On July 4, 2025, the "One Big Beautiful Bill Act" (P.L. 119-21) was enacted into law. The legislation reinstates and extends several provisions of the 2017 Tax Cuts and Jobs Act, including permanent 100% bonus depreciation, enhanced Section 179 expensing, full R&D expense deduction for domestic expenditures and modification to the international tax framework. We are currently assessing its impact on our consolidated financial statements. The primary impact of the legislation is the acceleration of deductions related to research and development costs incurred in the US which did not have a material impact on the Company's effective tax rate in the quarter ended September 30, 2025. We are continuing to assess its impact on our consolidated financial statements.

10. Commitments and Contingencies

Legal Proceedings

The Company is subject to a number of claims and proceedings that generally arise in the ordinary course of business, the outcome of which cannot be predicted with certainty. The Company does not believe that the liabilities from such ordinary course claims and proceedings will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows. If the Company believes the losses are probable and can be reasonably estimated, reserves will be established. For matters where a reserve has not been established, the ultimate outcome or resolution cannot be predicted at this time or the amount of ultimate loss, if any, cannot be reasonably estimated. Litigation is subject to many uncertainties and there can be no assurance as to the outcome of the individual litigated matters. It is possible that certain of the actions, claims, inquiries or proceedings could be decided unfavorably to the Company or any of its subsidiaries involved. Accordingly, it is possible that an adverse outcome from such a proceeding could exceed the amount accrued in an amount that could be material to the Company's consolidated financial condition, results of operations or cash flows in any particular reporting period.

OFAC Matter

As previously disclosed, in December 2018, we received an administrative subpoena issued by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") seeking information regarding potential transactions with individuals in Iran. In response, we conducted a comprehensive review that covered all countries and territories subject to U.S. trade embargoes administered by OFAC. We submitted a voluntary self-disclosure and subpoena response regarding potential violations to OFAC, and took remedial action designed to prevent similar activity from occurring in the future. Additionally, in March 2021, we received a second administrative subpoena issued by OFAC seeking information regarding potential transactions with certain North Korean cyber actors, to which we have responded. The administrative subpoena responses and voluntary self-disclosure have been under review by OFAC.

During the three months ended September 30, 2025 we reached a proposed settlement agreement with OFAC to fully resolve the matter. Under the terms of the proposed agreement, we agreed to pay a civil monetary penalty of \$2,473,360, and to invest an additional \$630,000 in sanctions compliance controls. The settlement has not yet been paid as of the date of this filing. Accordingly, the Company has recognized a liability of \$2,473,360 in the accompanying condensed consolidated financial statements for the quarter ended June 30, 2025. The settlement does not constitute an admission of liability by the Company and reflects the Company's full cooperation and remedial actions taken throughout the investigation. We expect a final settlement with respect to this matter to be entered into with OFAC before the second quarter of 2026.

11. Fair Value Measurements

The Company's financial assets are summarized below as of September 30, 2025 and December 31, 2024, with fair values shown according to the fair value hierarchy (in thousands):

	Carrying Value	Quoted Prices Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
September 30, 2025				
Bitcoin	\$ 242,387	\$ 242,387	\$ -	\$ -
Treasury bills	5,012	5,012	-	-
Money market funds	40,686	40,686	-	-
Ethereum	11,490	11,490	-	-
Solana	9,936	9,936	-	-
Other digital assets	98	98	-	-
Other investments	200	(1)	-	-
	<u>\$ 309,809</u>			
December 31, 2024				
Bitcoin	\$ 181,238	\$ 181,238	\$ -	\$ -
Treasury bills	31,162	31,162	-	-
Money market funds	25,514	25,514	-	-
Ethereum	8,847	8,847	-	-
Solana	4,628	4,628	-	-
Other digital assets	1,646	1,646	-	-
Other investment	100	(1)	-	-
	<u>\$ 253,135</u>			

(1) These investments are recorded at cost.

The Company invests in held to maturity treasury bills. As of September 30, 2025, the discount rate was 0.6%. Discount rates ranged from 1.1% to 2.4% as of December 31, 2024. The Company held no treasury bills with a maturity of greater than three months in other current assets as of September 30, 2025 and \$30.5 million as of December 31, 2024. The Company held treasury bills with a maturity of less than three months in cash and cash equivalents in the amount of \$5.0 million and \$0.7 million as of September 30, 2025 and December 31, 2024, respectively.

Assets and Liabilities Not Measured and Recorded at Fair Value

The Company's financial instruments, including USDC, are carried at cost, which approximates their fair value. If these financial instruments were recorded at fair value, they would be based on Level 1 inputs.

12. Earnings Per Share

The following table sets forth the computation of basic and diluted net income per share of common stock (in thousands, except per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Basic net income per share:				
Numerator				
Net income, basic and diluted	\$ 17,041	\$ 843	\$ 41,835	\$ 46,024
Denominator				
Weighted-average number of shares used in per share computation - Class A	9,714	6,396	9,337	5,314
Weighted-average number of shares used in per share computation - Class B	19,463	20,337	19,515	21,161
Basic net income per share - Class A	\$ 0.58	\$ 0.03	\$ 1.45	\$ 1.74
Basic net income per share - Class B	\$ 0.58	\$ 0.03	\$ 1.45	\$ 1.74
Diluted net income per share:				
Denominator				
Weighted-average number of shares used in diluted computation - Class A	12,257	9,840	11,948	8,733
Weighted-average number of shares used in diluted computation - Class B	20,034	22,485	20,119	23,314
Diluted net income per share - Class A	\$ 0.53	\$ 0.03	\$ 1.30	\$ 1.44
Diluted net income per share - Class B	\$ 0.53	\$ 0.03	\$ 1.30	\$ 1.44

13. Segment Reporting

The Company has one reportable segment: Revenues. Factors that management used to identify the Company's reportable segment include the Company's integrated business model, shared customer base, centralized corporate functions, and uniform service offerings in determining that the business operates as a single segment. A description of the types of products and services from which the reportable segment derives its revenues as well as the accounting policies applicable to the reportable segment can be found in Footnote 2 – Summary of Significant Accounting Policies of the Form 10-K. Entity-wide information can be found in Footnote 3 – Revenue Recognition. The chief operating decision maker, who is the chief executive officer, assesses the performance of the Company using consolidated net income for the reportable segment and decides how to allocate resources based on revenues, technology, development and user support, general and administrative expenses, and net income which are reported under identical captions in the condensed consolidated statements of operations and comprehensive income. No additional measures of segment assets, profit, or loss are used in internal management reporting. The Company does not have intra-entity sales or material intra-entity transfers for consideration in the segment analysis. Information about reported segment revenue and profit as well as significant segment expenses can be found in the condensed consolidated statements of operations and comprehensive income.

14. Subsequent Events

Tokenization of Class A Common Stock

Beginning October 20, 2025, holders of our Class A Common Stock have the ability to tokenize their shares on the Solana blockchain through our co-transfer agent, Superstate. The tokenized common stock is recorded and maintained by the co-transfer agent and represents the same ownership interests as the corresponding shares of Class A Common Stock reflected in the company's official share register.

Gratitud Interna, Ltd. Asset Purchase Agreement

On November 10, 2025, the Company entered into an asset purchase agreement with Gratitud Interna, Ltd., to purchase certain assets, including technology, applications, software, APIs, databases and web or cloud-based inferences relating to and used in connection with its payment platform. The purchase price is approximately \$3.0 million, of which \$1.5 million is payable in cash and \$1.5 million is payable in newly issued Class A shares based on the 60-day trading volume weighted average price at the time of closing. The Company is currently assessing the applicable accounting considerations as it relates to this transaction, including developing our fair value assumptions for the assets being acquired.

Master Digital Currency Loan Agreement with Galaxy Digital LLC

On November 5, 2025, the Company entered into a Master Digital Currency Loan Agreement with Galaxy Digital LLC (“Galaxy”), under which the Company may borrow digital assets and/or U.S. dollars from Galaxy pursuant to individual loan term sheets (each, a “Loan”). The Agreement establishes the general terms governing such loans, including procedures for loan requests, collateral requirements, borrow fees, callable and term loan structures, margin call and refund provisions, and rehypothecation rights, subject to mutual consent. No amounts have been borrowed or drawn down under the Loan Agreement as of the date hereof.

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

The following discussion and analysis of Exodus' financial condition and results of operations should be read in conjunction with the unaudited, condensed consolidated financial statements and related notes included in this Quarterly Report on Form 10-Q. The following discussion contains forward-looking statements based upon current plans, expectations and beliefs that involve risks and uncertainties. Actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Item 1A. Risk Factors" in the Form 10-K and "Cautionary Note on Forward Looking Statements" and in other parts of this Quarterly Report on Form 10-Q.

Overview of Our Business

We are engaged principally in the business of creating and distributing self-custodial wallets for digital assets. Due to a majority of our revenue being derived from services provided by application programming interface ("API") providers ("API Providers") to persons located outside the United States pursuant to a transaction-based structure, our profitability is dependent on a number of factors including the pricing of digital assets, the volume of transactions and the quality of our third-party relationships.

Our revenues are primarily derived from digital asset-related transactions and consist of fees from third-party API agreements. These API agreements typically consist of transaction-based contracts and tiered subscription contracts where fees are generated based on transaction volume which is primarily driven by users interacting with the API providers.

Our expenses primarily consist of:

- Technology, development, user support;
- Amortization expense relating to software development; and
- General and administrative expenses (primarily including administrative, legal, financial operations, information technology services, marketing and advertising expenses).

Based on the services offered and transactions conducted by API Providers, the following table shows the digital assets that are most material to our business by revenue.

<u>Digital Asset</u>	<u>API Provider Service(s)</u>	<u>Blockchain(s)</u>
BTC		
Store of value and payment cryptocurrency	Exchange Aggregation; Fiat Onboarding	Bitcoin
Tether		
Stablecoin	Exchange Aggregation; Fiat Onboarding	Ethereum, Algorand, Avalanche, Binance Smart Chain, Arbitrum, Polygon, Optimism, Solana, Tron, Fantom, Polygon, Solana
Ether		
Blockchain economy or blockchain platform	Exchange Aggregation; Fiat Onboarding; Staking	Ethereum
U.S. Dollar Coin ("USDC")		
Stablecoin	Exchange Aggregation; Fiat Onboarding	Ethereum, Algorand, Avalanche, Binance Smart Chain, Arbitrum, Fantom, Polygon, Optimism, Solana, Tron
Other		
All other digital assets	Exchange Aggregation; Fiat Onboarding; Staking	Multiple Blockchains

Known Trends and Uncertainties

Stablecoins - We expect stablecoin adoption will increase globally as cryptocurrencies become more widely used in the future. User adoption of cryptocurrency networks for payments, or lack thereof, as well as worldwide government regulation, both friendly and adversarial, have and will continue to influence global stablecoin usage. Stablecoins will not function without a digital asset wallet. The Company's wallet supports a wide variety of stablecoins, including the largest coins such as Tether's USDT and Circle's USDC. Additionally, by supporting over 40 different networks, including large networks like Ethereum, Solana, and Tron, we believe Exodus is positioned to natively support stablecoins wherever current and future use cases emerge. Furthermore, Exodus' XO Swap product already provides the Company's partners a solution for swapping between stablecoins and between blockchains.

Cloud based infrastructure expense – Cloud infrastructure expenses increased \$0.7 million and \$0.3 million for the three and nine months ended September 30, 2025 compared to the three and nine months ended September 30, 2024, respectively. We anticipate increased cloud infrastructure expenses as the platform continues to grow due to increased database capacity and new users.

Investment in human capital – Costs related to investment in human capital increased \$5.7 million and \$8.3 million for the three and nine months ended September 30, 2025 compared to three and nine months ended September 30, 2024, respectively, primarily due to an increase in salaries, payroll taxes and stock based compensation. As the Exodus platform continues to expand, we anticipate the need to add more team members to accommodate the growth in our business, which is expected to materially increase expenses as a result of the impact on the human capital costs described above. Human capital costs are also expected to increase due to the need to add additional team members to address compliance with the evolving regulatory environment, including as a publicly traded company.

Marketing expenses – Marketing-related costs increased \$2.7 million and \$7.2 million for the three and nine months ended September 30, 2025 compared to three and nine months ended September 30, 2024, respectively. The increase was primarily due to increased spending on website advertisements targeted at the digital asset focused spaces and on online platforms, such as the App Store, and marketing agency expenses. To date, we have primarily focused our marketing strategy toward user growth. We continue to evaluate our marketing strategy and in the future may decide to refocus the current organic growth-based strategy in growing our user base to a more competitive approach, which would be expected to further increase marketing-related expenses.

Changes in tax laws –We operate in various jurisdictions and are subject to changes in applicable tax laws, treaties or regulations in those jurisdictions. A material change in the tax laws, treaties or regulations, or their interpretation, of any jurisdiction with which we do business, or in which we have significant operations, could adversely affect us. For example, the new Pillar 2 approach, which came into effect in 2023 in certain jurisdictions, will establish a global minimum tax rate of 15%, such that multinational enterprises with an effective tax rate in a jurisdiction below this minimum rate will need to pay additional tax. While many aspects of the application of Pillar 2 remain to be clarified, including how the jurisdictions in which we operate, and those in which we and our subsidiaries are based, choose to implement the Organization for Economic Cooperation and Development’s approach in their tax treaties and domestic tax laws, we do not expect Pillar 2 to apply in 2025. On July 4, 2025, the “One Big Beautiful Bill Act” (P.L. 119-21) was enacted into law. The legislation reinstates and extends several provisions of the 2017 Tax Cuts and Jobs Act, including permanent 100% bonus depreciation, enhanced Section 179 expensing, full R&D expense deduction for domestic expenditures and modification to the international tax framework. The primary impact of the legislation is the acceleration of deductions related to research and development costs incurred in the US which did not have a material impact on the Company’s effective tax rate in the quarter ended September 30, 2025. We are continuing to assess its impact on our consolidated financial statements.

Growth Initiative and Transaction-Related Expenses

During the three and nine months ended September 30, 2025, the Company incurred \$1.3 million and \$4.3 million, respectively, in expenses associated with the evaluation, negotiation, and travel due to prospective business acquisitions. The Company expects these expenses to continue throughout 2025 as it continues to evaluate potential acquisition targets. These expenses primarily include legal and advisory costs and are recorded within general and administrative expenses in the accompanying condensed consolidated statements of operations. There were no growth initiative expenses in the three and nine months ended September 30, 2024.

In addition, the Company incurred \$5.0 million and \$11.7 million in revenue sharing expenses related to its business-to-business partnerships for the three and nine months ended September 30, 2025, respectively and \$0.5 million and \$1.3 million in revenue sharing expenses related to its business-to-business partnerships for the three and nine months ended September 30, 2024. While the Company does not control the operations or growth of its partners, their success can directly impact our own performance. As these partners grow or as new partnerships are formed, our associated revenue sharing expenses are expected to increase. These expenses represent costs of revenue and are included within technology, development, and user support expenses in the condensed consolidated statements of operations.

Monthly Active Users

Monthly Active Users (“MAUs”) were 1.5 million and 1.6 million as of September 30, 2025 and 2024, respectively. Our strategic focus remains on expanding our active user base, improving app features, and expanding our business-to-business partnerships. We believe that over the long term, interest in digital assets and digital asset markets will continue to increase. However, during any given period, we cannot be certain that our MAU growth efforts will be effective or that interest in digital assets will remain or continue to increase.

MAUs are defined as any user with activity history in any month. A user has “activity history” if, in the last calendar month, the user performed any activity within the application such as opening their application to check digital asset prices, reading news, or accessing the services of our API Providers. MAUs provide a measurement of user engagement, allowing management to compare engagement over time. MAUs consist of both funded wallets and unfunded wallets. Because Exodus users do not have accounts, users do not close an account. Therefore, users may be inactive one month and active the next as they re-engage with the platform. Management views

increasing interest in the Exodus Platform over time as a key indicator of increasing revenue, especially for MAUs outside of the United States as the likelihood of revenue generating transactions increases as user interest increases.

Quarterly Funded Users

In addition to MAUs, we utilize Quarterly Funded Users ("QFUs") to assess user trends and market sentiment. QFUs are defined as unique users with an Exodus wallet that was funded at any point prior to or during the fiscal quarter and during which the user remained active, i.e. opening the app during the period. A wallet is considered "funded" if it holds a non-zero balance of any supported digital asset, QFUs offer a longer-term view of engagement by capturing users who have already funded their wallets.

QFUs totaled 1.8 million and 1.5 million as of September 30, 2025 and 2024, respectively, reflecting an increase of 0.3 million, or 20%. This growth reflects user engagement in addition to active user count. We expect MAUs to fluctuate more significantly in response to app usage patterns and broader market conditions. In contrast, QFUs provide a longer-term view of engagement, representing a more stable cohort—users with funded wallets actively participating in the Exodus platform.

We consider both MAUs and QFUs to be Key Performance Indicators ("KPIs") that provide insight into user activity and platform engagement. While MAUs may fluctuate more significantly due to changes in app usage patterns and broader market conditions, QFUs offer a longer-term view of engagement by capturing users with actively funded wallets who are transacting on the platform. Management uses these metrics to monitor platform health, inform product and marketing strategies, and assess user trends over time.

Results of Operations

Results of operations for the three and nine months ended September 30, 2025 and 2024 (in thousands):

	Three Months Ended September 30, 2025	Three Months Ended September 30, 2024	\$ Change	% Change	Nine Months Ended September 30, 2025	Nine Months Ended September 30, 2024	\$ Change	% Change
REVENUES	\$ 30,343	\$ 20,117	\$ 10,226	51	\$ 92,166	\$ 71,485	\$ 20,681	29
EXPENSES (INCOME)								
Technology, development and user support	16,987	11,333	5,654	50	46,610	32,804	13,806	42
General and administrative	14,884	8,466	6,418	76	48,019	25,575	22,444	88
(Gain) loss on digital assets, net	(21,003)	370	(21,373)	*	(44,694)	(39,197)	(5,497)	14
Gain on sale of future token interests	-	-	-	*	(2,000)	-	(2,000)	*
Impairment on other assets	-	-	-	*	137	-	137	*
Staking and other income	(264)	(146)	(118)	81	(241)	(701)	460	(66)
Other loss, net	32	169	(137)	(81)	494	255	239	94
Interest income	(599)	(1,026)	427	(42)	(2,188)	(2,668)	480	(18)
Income before income taxes	20,306	951	19,355	2,035	46,029	55,417	(9,388)	(17)
INCOME TAX EXPENSE	(3,265)	(108)	(3,157)	2,923	(4,194)	(9,393)	5,199	(55)
NET INCOME	<u>17,041</u>	<u>843</u>	<u>16,198</u>	<u>1,921</u>	<u>41,835</u>	<u>46,024</u>	<u>(4,189)</u>	<u>(9)</u>
OTHER COMPREHENSIVE (LOSS) INCOME								
Foreign currency translation adjustment	(5)	(637)	632	(99)	(1,318)	31	(1,349)	(4,352)
COMPREHENSIVE INCOME	<u>17,036</u>	<u>206</u>	<u>16,830</u>	<u>8,170</u>	<u>40,517</u>	<u>46,055</u>	<u>(5,538)</u>	<u>(12)</u>

* Percentage variances not considered meaningful.

Revenue increased \$10.2 million, or 51%, for the three months ended September 30, 2025, compared to the three months ended September 30, 2024. The increase was primarily driven by exchange aggregation revenue, which increased \$8.8 million, or 48%, for the three months ended September 30, 2025, compared to the three months ended September 30, 2024, which was primarily attributable to volume exchange growth related to our business-to-business partner efforts. Non-exchange aggregation (i.e., fiat onboarding, staking, consulting, and other) revenue increased \$1.5 million, or 73%, for the three months ended September 30, 2025, compared to the three months ended September 30, 2024. The non-exchange revenue increase was driven by higher staking revenue with an increase of \$1.3 million or 272%, reflecting growth in total staked assets and reward mechanisms, while also having an increase in fiat-onboarding, reflecting growth of 55%, or \$0.5 million.

Revenue increased \$20.7 million, or 29%, for the nine months ended September 30, 2025, compared to the nine months ended September 30, 2024. The increase was primarily driven by exchange aggregation revenue, which increased \$19.3 million, or 30%, for the nine months ended September 30, 2025, compared to the nine months ended September 30, 2024, which was primarily attributable to volume exchange growth related to our business-to-business partner efforts. Non-exchange aggregation (i.e., fiat onboarding, staking, consulting, and other) revenue increased \$1.4 million, or 21%, for the nine months ended September 30, 2025, compared to the nine months ended September 30, 2024. The non-exchange revenue increase was driven by higher staking revenue with an increase of \$1.9 million or 112% as a result in growth in total staked assets and new reward mechanisms. Fiat revenue grew by 22%, or \$0.6 million for the nine months ended September 30, 2025, compared to the nine months ended September 30, 2024.

For the three months ended September 30, 2025, four API Providers accounted for more than 10% each of total revenue and collectively generated exchange aggregation revenue of \$18.4 million. For the nine months ended September 30, 2025, five API Providers accounted for more than 10% each of total revenue and collectively generated exchange aggregation revenue of \$64.3 million. For the three and nine months ended September 30, 2024, four API Providers accounted for more than 10% each of total revenue and collectively generated exchange aggregation revenue of \$13.8 million and \$50.6 million, respectively.

The following table summarizes the revenue by users of the platform and the business-to-business partnerships for the three and nine months ended September 30, 2025 and 2024:

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
Exchange aggregation - users	\$ 21,894	72.1 %	\$ 17,520	87.1 %	\$ 70,580	76.7 %	\$ 62,673	87.7 %
Exchange aggregation - partnerships	5,000	16.5	604	3.0	13,538	14.7	2,143	3.0
Fiat onboarding - users	1,321	4.4	851	4.2	3,436	3.7	2,808	3.9
Fiat onboarding - partnerships	-	-	1	-	13	-	8	-
Staking	1,817	6.0	488	2.4	3,515	3.8	1,655	2.3
Consulting - users	78	0.3	(6)	-	115	0.1	(6)	-
Consulting - partnerships	6	-	313	1.6	584	0.6	859	1.2
Other - users	214	0.7	49	0.2	372	0.4	142	0.2
Other - partnerships	13	-	297	1.5	13	-	1,203	1.7
Revenues	<u>\$ 30,343</u>	<u>100.0 %</u>	<u>\$ 20,117</u>	<u>100.0 %</u>	<u>\$ 92,166</u>	<u>100.0 %</u>	<u>\$ 71,485</u>	<u>100.0 %</u>

Technology, development and user support increased \$5.7 million, or 50%, for the three months ended September 30, 2025, compared to the three months ended September 30, 2024. The increase was primarily due to a \$4.5 million increase in partner fee expense as a result of a correlated increase in revenue from business-to-business partnerships, a \$2.1 million increase in team member compensation and benefit expense as a result of increased team member compensation and a \$0.7 million increase in cloud services expenses, partially offset by a \$0.6 million decrease in subscription expenses primarily driven by higher costs associated with key infrastructure vendors for development tools, application development, performance optimization and security protections and a \$0.5 million decrease in depreciation and amortization expenses.

Technology, development and user support increased \$13.8 million, or 42%, for the nine months ended September 30, 2025, compared to the nine months ended September 30, 2024. The increase was primarily due to a \$10.4 million increase in partner fee expense as a result of a correlated increase in revenue from business-to-business partnerships, a \$2.8 million increase in team member compensation and benefit expense as a result of increased team member compensation, payroll taxes and stock based compensation, partially offset by a \$1.4 million increase in capitalized labor as a result of impairment of software projects, a \$0.9 million decrease in depreciation and amortization expenses, a \$0.2 million decrease in subscription expenses primarily driven by higher costs associated with key infrastructure vendors for development tools, application development, performance optimization and security protections, a \$0.1 million decrease in technology equipment expense.

General and administrative expenses increased \$6.4 million, or 76%, for the three months ended September 30, 2025, compared to the three months ended September 30, 2024. Expenses driving the increase include a \$3.6 million increase in team member compensation and benefit expenses, \$2.7 million increase in marketing expenses, a \$0.7 million increase in foreign currency expense, a \$0.5 million increase in legal and consulting expenses, a \$0.4 million increase in expense associated with the issuance of warrants, a \$0.2 million

increase in subscription expense and a \$0.2 million increase in miscellaneous expenses partially offset by a \$0.3 million decrease in meeting and travel expenses and a \$0.1 million decrease in political contributions.

General and administrative expenses increased \$22.4 million, or 88%, for the nine months ended September 30, 2025, compared to the nine months ended September 30, 2024. Expenses driving the increase include a \$7.2 million increase in marketing expenses, a \$5.4 million increase in team member compensation and benefit expenses as a result of increased team member compensation, a \$4.2 million increase in meeting and travel expenses, a \$3.8 million increase in legal and consulting expenses, a \$2.5 million increase in regulatory expenses, a \$1.3 million increase in political contributions, a \$0.7 million increase in miscellaneous expenses, a \$0.6 million increase in subscription expense and a \$0.4 million increase in expense associated with the issuance of warrants, partially offset by a decrease of \$2.1 million in foreign currency expenses.

The Company experienced a favorable fluctuation in the market price of digital assets held during the three months ended September 30, 2025, primarily driven by institutional inflows and ETF adoption, regulatory clarity and stablecoin legislation, and macro and geopolitical tailwinds. During the three months ended September 30, 2025, the Company recognized net realized gains from exchange of digital assets of \$3.6 million and net unrealized gains from remeasurement of digital assets of \$24.6 million. During the three months ended September 30, 2024, the Company recognized net realized losses from exchange of digital assets of \$0.7 million and net unrealized gains from remeasurement of digital assets of \$0.4 million.

The Company experienced a favorable fluctuation in the market price of digital assets held during the nine months ended September 30, 2025, primarily driven by institutional inflows and ETF adoption, regulatory clarity and stablecoin legislation, and macro and geopolitical tailwinds. During the nine months ended September 30, 2025, the Company recognized net realized losses from exchange of digital assets of \$2.8 million and net unrealized gains from remeasurement of digital assets of \$41.9 million. During the nine months ended September 30, 2024, the Company recognized net realized gains from exchange of digital assets of \$5.1 million and net unrealized gains from remeasurement of digital assets of \$34.1 million.

Income tax expense was \$3.3 million for the three months ended September 30, 2025, compared to an expense of \$0.1 million for the three months ended September 30, 2024. The effective tax rate during the three months ended September 30, 2025 was 16.1%, compared to 11.4% during the three months ended September 30, 2024. Income tax expense was \$4.2 million for the nine months ended September 30, 2025, compared to an expense of \$9.4 million for the nine months ended September 30, 2024. The effective tax rate during the nine months ended September 30, 2025 was 9.1%, compared to 16.9% during the nine months ended September 30, 2024. For the nine months ended September 30, 2025, the change from the effective rate was primarily impacted by federal research tax credits and the change in permanent differences, including the tax benefit from the foreign derived intangible income, non-deductible expenses, and discrete items, including stock-based compensation and tax effect of realized and unrealized digital asset gains and losses during the period. For the nine months ended September 30, 2024, the change from the effective rate was primarily impacted by the change in permanent differences and discrete items, including the tax benefit from foreign derived intangible income and the effect of digital asset gains and losses, specifically recognized in the period.

Liquidity and Capital Resources

Overview

Our primary source of funding is from API fee revenues. We fund our operational costs from these revenues. Our primary use of funds is payment of our operating costs, which consist mostly of compensation and benefit expenses and security costs. As of the date of this filing, based on current operating plans, we believe that our existing cash and cash equivalents, treasury bills, USDC and digital assets, together with cash generated from our operations, will be sufficient to fund our operations and anticipated growth for the next twelve months and thereafter for the foreseeable future. We may seek to opportunistically raise additional capital through private or public equity securities offerings in the future.

We expect that increased market acceptance of digital assets and blockchain technology, combined with our expected continued growth of the Exodus platform, market acceptance of our services and ability to attract and retain users on our platform, should support our ability to generate sufficient cash to meet our requirements and plans for cash.

Cash Flows

The following table summarizes our cash flows for the periods indicated (in thousands):

	Nine Months Ended September 30,			\$ Change
	2025	2024		
Net cash used in operating activities	\$ (16,243)	\$ (6,803)	\$	(9,440)
Net cash provided by investing activities	\$ 41,659	\$ 24,741	\$	16,918
Net cash used in financing activities	\$ (12,751)	\$ (2,684)	\$	(10,067)

Net Cash Used In Operating Activities

Net cash used in operating activities increased by \$9.4 million for the nine months ended September 30, 2025 as compared to September 30, 2024. The primary drivers of the change were an increase of \$10.0 million in operating activities settled in digital assets and USDC, an increase in stock based compensation of \$5.7 million, a net increase in gains on digital assets of \$5.5 million, a decrease in net income of \$4.2 million, offset by a decrease of \$6.3 million in working capital and a decrease in deferred tax expense of \$0.9 million. The primary drivers of the increase in operating activities settled in digital assets and USDC included an increase to revenue of \$21.1 million related to increased transaction volume, \$12.5 million of increased expenses, \$1.5 million of conversion of digital assets and USDC to cash, net for use in operational expense and \$1.1 million in accounts receivable, partially offset by decreased payroll liabilities of \$2.6 million and decreased currency conversion of \$1.3 million.

Net Cash Provided By Investing Activities

Net cash provided by investing activities increased by \$16.9 million for the nine months ended September 30, 2025 as compared to September 30, 2024. The increases were related to \$29.2 million of net change in treasury bills investments and redemptions, proceeds for the sale of future token interests of \$2.0 million, partially offset by a decrease of \$14.5 million of digital assets sold for cash and a decrease in purchases of \$0.1 million of digital assets.

Net Cash Used In Financing Activities

Net cash used in financing activities increased by \$10.1 million for the nine months ended September 30, 2025 as compared to September 30, 2024. This was primarily driven by cash used for the repurchase of shares of our common stock to pay employee withholding taxes as a part of our 2019 and 2021 Plan.

Total Digital Assets and Liquid Assets

The following tables show the Company's holdings of digital assets and cash and cash equivalents (including treasury bills with a maturity date of less than three months), USDC, and treasury bills with a maturity date of greater than three months.

The digital asset holdings as of September 30, 2025 and December 31, 2024 were (in thousands, except units):

	Units	Cost basis	Fair Value
As of September 30, 2025			
Bitcoin	2,123	\$ 96,482	\$ 242,387
Ethereum	2,770	5,321	11,490
Solana	47,502	6,328	9,936
Other	172,185,790	100	98
Digital assets		\$ 108,231	\$ 263,911
As of December 31, 2024			
Bitcoin	1,941	\$ 69,707	\$ 181,238
Ethereum	2,655	4,967	8,847
Solana	24,472	2,241	4,628
Other	10,011,770	5,641	1,646
Digital assets		\$ 82,556	\$ 196,359

The liquid asset holdings as of September 30, 2025 and December 31, 2024 were (in thousands):

	Carrying Value	Quoted Prices Level 1	Significant Other Observable Inputs Level 2	Unobservable Inputs Level 3
As of September 30, 2025				
Cash and cash equivalents	\$ 50,548	\$ 50,548	\$ -	\$ -
USDC	257	257	-	-
Total liquid assets	<u>\$ 50,805</u>			
As of December 31, 2024				
Cash and cash equivalents	\$ 37,883	\$ 37,883	\$ -	\$ -
USDC	12	12	-	-
Treasury bills	30,490	30,490	-	-
Total liquid assets	<u>\$ 68,385</u>			

Material Capital Commitments

Exodus currently has no material commitments for capital expenditures.

Critical Accounting Estimates

See the section titled “Critical Accounting Estimates” set forth under “Item 7. Management’s Discussion and Analysis of the Financial Condition and Results of Operations” in the Form 10-K. There have been no material changes from those disclosed in the Form 10-K.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market price risk of digital assets

A large portion of our revenue generated from API providers is received in Bitcoin. A decline in the market price of digital assets had (and could in the future, have) an adverse effect on the Company's operations, the value of our digital assets, and our future operations and cash flows.

The market price of Bitcoin is impacted by a variety of factors and is determined primarily using data from various exchanges, over-the-counter markets and derivative platforms. The digital asset industry has previously been negatively impacted by market price volatility. Pricing may be the result of, and may continue to result in, speculation regarding future appreciation in the value of Bitcoin. There can be no assurance that we will be able to exchange our digital assets for U.S. dollars on a timely basis, if at all, or for a fair price. If the value of our digital assets declines, or if we experience difficulties converting our digital assets to U.S. dollars, we may not have sufficient liquidity to satisfy our liabilities, expenses and costs as they become due, which may negatively affect our business operations and financial condition. A hypothetical 10% increase or decrease in the digital assets held would have resulted in a change to the fair value of \$26.3 million and \$19.6 million as of September 30, 2025 and December 31, 2024, respectively.

Interest rate risk

Our exposure to changes in interest rates primarily relates to interest earned on our cash and cash equivalents and U.S. Treasury Bills with maturities of six months or less. We had no outstanding debt subject to interest rate risk as of September 30, 2025 and consequently, we do not currently expect to be exposed to fluctuations in interest rates for the foreseeable future.

Our investment policy and strategy related to our cash, cash equivalents, and treasury bills is to preserve capital and meet liquidity requirements without increasing risk. Our cash and cash equivalents consist of money market funds denominated in U.S. dollars, cash deposits, and treasury bills acquired with less than three months to maturity. Treasury bills outside of cash and cash equivalents include amounts acquired with three months to twelve months to maturity. Therefore the fair value of our cash, cash equivalents, and treasury bills would not be significantly affected by either an increase or a decrease in interest rates. A hypothetical 100 basis points increase or decrease in average interest rates applied to our daily balances held as of September 30, 2025 and 2024, would have resulted in a \$0.5 million and a \$0.7 million increase or decrease respectively, in interest earned on cash, cash equivalents, and treasury bills. The Federal Reserve has increased the Federal Funds Rate over 525 basis points since March 31, 2021 to control current levels of inflation and as of September 30, 2025, the Federal Funds Rate was 4.09%. A decrease in interest rates is possible. A hypothetical 500 basis points increase or decrease in average interest rates applied to our daily balances held as of September 30, 2025 and 2024, which hypothetical basis point increase corresponds closely to the increase of the Federal Funds Rate since early 2021, would have resulted in a \$2.5 million and \$3.5 million increase or decrease, respectively, in interest earned on cash, cash equivalents, and treasury bills.

Foreign currency risk

Foreign currency transaction risk

Revenues, expenses, and financial results of our foreign subsidiaries are recorded in the functional currency of these subsidiaries. Our foreign currency exposure is primarily related to transactions denominated in Swiss Francs attributable to cash and cash equivalents, and other intercompany transactions where the transaction currency is different from a subsidiary's functional currency. Changes in foreign exchange rates, and in particular a weakening of foreign currencies relative to the U.S. dollar may negatively affect our results of operations as expressed in U.S. dollars. We have experienced and will continue to experience fluctuations in our results of operations as a result of gains or losses on the settlement and the remeasurement of monetary assets and liabilities denominated in foreign currencies that are not the functional currency.

We recognized net foreign currency gains of \$1.9 million and net foreign currency losses of \$0.2 million for the nine months ended September 30, 2025 and 2024, respectively, in general and administrative expense, net in the condensed consolidated statements of operations and comprehensive income. If an adverse 10% foreign currency exchange rate change was applied to total monetary assets, liabilities, and commitments denominated in currencies other than the functional currencies at the balance sheet date, it would not have a material impact on our financial results.

We have not, but may in the future enter into derivatives or other financial instruments in an attempt to hedge our exposure to foreign currency exchange risk. It is difficult to predict the impact hedging activities would have on our results of operations. Additionally, the volatility of exchange rates depends on many factors that we cannot forecast with reliable accuracy. Our international operations increase our exposure to exchange rate fluctuations and, as a result, such fluctuations could have a material impact on our future results of operations and cash flows.

Foreign currency translation risk

Fluctuations in functional currencies from our net investment in international subsidiaries expose us to foreign currency translation risk, where changes in foreign currency exchange rates may adversely affect our results of operations upon translation into U.S. dollars. We recognized losses on translation adjustments, net of tax, of \$1.3 million for the nine months ended September 30, 2025, compared to losses on translation adjustments, net of tax, of less than \$0.1 million for the nine months ended September 30, 2024, in the condensed consolidated statements of operations and comprehensive income. As of September 30, 2025 and 2024, a 10% increase or decrease on foreign currency exchange rates for translation purposes would not have a material impact on our financial results.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of, and under the supervision of, our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), evaluated the effectiveness of the Company's disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of September 30, 2025. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of September 30, 2025, the Company's disclosure controls and procedures were not effective due to the material weaknesses in internal control over financial reporting, as described below.

Previously Reported Material Weaknesses

We identified errors in our previously reported financial information as of and for the year ended December 31, 2021. As a result of the errors that were identified, we identified a material weakness in the Company's control environment whereby the Company did not design and maintain effective internal control over financial reporting with respect to the expertise and quantity of its resources. Specifically, we did not effectively execute a strategy to hire, train, and retain a sufficient quantity of personnel with an appropriate level of training, expertise, and experience in certain areas important to financial reporting. In addition, we also identified a material weakness whereby we did not design and implement effective control activities based on the criteria in the Internal Control -- Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO Framework"). Specifically, the control activities did not adequately (i) address relevant risks, (ii) provide evidence of performance, (iii) provide appropriate segregation of duties, or (iv) operate at a level of precision to identify all potentially material errors. While the Company is progressing in its efforts to remediate the existing material weaknesses in full, certain control activities attributing to those material weaknesses continue to exist as of September 30, 2025.

Remediation Plan Update of Previously Reported Material Weaknesses

Management has continued to execute its remediation plan through the period ended September 30, 2025, to address the previously reported material weaknesses in internal control over financial reporting. Throughout the current fiscal year 2025, the Company has added experienced accounting leadership, enhanced control design and documentation, and implemented review and approval processes to further strengthen oversight of our financial reporting processes. Key remediation actions completed as of September 30, 2025, include:

- Hiring and training additional accounting personnel with appropriate level of training and technical expertise and experience to improve segregation of duties and oversight within the financial reporting process;
- Replacing certain key accounting leadership positions to enhance supervision and control accountability;
- Engaging an external consulting firm with digital asset industry expertise to assist with process improvement, control design, and documentation;
- Implementing enhanced financial close procedures, workflow controls, and review-level documentation to increase control precision and evidence of performance; and
- Strengthening entity-level and process-level controls, including segregation of duties and IT-related controls, in alignment with the COSO Framework.

As of September 30, 2025, all key remediation measures have been implemented and are in the process of operating. The Company is now performing testing to confirm the operating effectiveness of these enhanced controls.

While management has made significant progress and believes remediation efforts are substantially complete, the material weaknesses will not be considered fully remediated until controls have operated for a sufficient period of time and have been successfully tested for

effectiveness. Management, with assistance from external consultants, will continue to monitor and evaluate the enhanced controls to confirm their sustained effectiveness and make additional refinements as necessary.

Changes in Internal Control over Financial Reporting

Except as described above with respect to our remediation plan, there have been no changes in our internal control over financial reporting that occurred during the three months ended September 30, 2025 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

The information required with respect to this item can be found in Note 10, “Commitments and Contingencies—Legal Proceedings” to our consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Item 1A. Risk Factors

There have been no material changes in our risk factors from those previously disclosed in Item 1A of Part I of our Annual Report on Form 10-K for the year ended December 31, 2024 and Item 1A of Part II of our Quarterly Report on Form 10-Q for the quarterly periods ended March 31, 2025.

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

(c) Trading Plans

On September 12, 2025, Matias Javier Olivera Freire, Chief Technical Officer of the Company, adopted a trading plan intended to satisfy Rule 10b5-1(c) under the Exchange Act to sell up to 162,904 shares of the Company’s common stock between December 15, 2025 and December 15, 2026, subject to certain conditions.

Master Digital Currency Loan Agreement with Galaxy Digital LLC

The information included in this “Part II-Item 5. Other Information” of this Form 10-Q is provided in lieu of filing such information on a Current Report on Form 8-K under “Item 1.01 Entry into a Material Definitive Agreement” and “Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.”

On November 5, 2025, Exodus Movement, Inc. (the “Company”) entered into a Master Digital Currency Loan Agreement (the “Loan Agreement”) with Galaxy Digital LLC (the “Lender”). The Loan Agreement establishes the terms and conditions under which the Company may from time to time borrow U.S. Dollars and/or specified digital currencies (each, a “Loan”), including Bitcoin (BTC), Ether (ETH), Bitcoin Cash (BCH), Litecoin (LTC), and other mutually agreed digital assets (the “Loan Facility”). Loans may be structured as open or term loans, with the specific type, amount, collateral, fees, maturity, the interest rate applicable to each Loan, and other terms for each Loan set forth in a written Loan Term Sheet executed by the Company and Lender at the time of such Loan. As of the date of this filing, the Company has not made any borrowings under the Loan Agreement.

Each Loan is secured by cash or digital currency collateral, and the Company has granted the Lender a first-priority security interest in such collateral to secure its obligations under the Loan Agreement. The Loan Agreement includes customary provisions regarding margin calls, events of default, and termination rights, as well as terms addressing hard forks, airdrops, and other digital-asset-specific events. Events of default include, among others, failure to pay borrowed amounts or fees when due, failure to return collateral, breach of covenants or representations, failure to meet margin requirements, certain merger or insolvency events, and cross-default events under other agreements for borrowed money. Upon an event of default, the non-defaulting party may declare all outstanding obligations immediately due and payable and exercise remedies available under the agreement and applicable law.

The Loan Agreement has an initial term of one year and automatically renews for successive one-year periods unless terminated in accordance with its terms. Termination events include specified regulatory or governmental actions, significant declines in the Company’s total equity, failure to deliver required reports, and key-person events. The Loan Agreement is governed by the laws of the State of New York and provides for binding arbitration in New York County.

The foregoing description of the Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Master Digital Currency Loan Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 6. Exhibits

Exhibit Number	Description	
10.1*	<u>Master Digital Currency Loan Agreement, dated November 5, 2025, by and among Exodus Movement, Inc. and Galaxy Digital LLC (Portions of this exhibit indicated by [***] have been omitted from this public filing as they are not material and would be competitively harmful if disclosed).</u>	Filed herewith.
31.1	<u>Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>	Filed herewith.
32.2	<u>Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>	Filed herewith.
32.1	<u>Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>	Filed herewith.
32.2	<u>Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>	Filed herewith.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because 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)	

* Portions of this exhibit indicated by [***] have been omitted from this public filing as they are not material and would be competitively harmful if 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.

EXODUS MOVEMENT, INC.

Date: November 10, 2025

By: /s/ James Gernetzke
James Gernetzke
Chief Financial Officer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL

MASTER DIGITAL CURRENCY LOAN AGREEMENT

This Master Digital Currency Loan Agreement (“Agreement”) is made on November 5, 2025 (“Effective Date”) by and between Exodus Movement, Inc., (“Borrower”), a corporation organized and existing under the laws of the state of Delaware, with its principal place of business at 15418 Weir Street, Suite 333, Omaha, NE 68137, and Galaxy Digital LLC (“Galaxy” or “Lender”) a limited liability company organized and existing under the laws of the state of Delaware, with its principal place of business at 300 Vesey Street, 13th Floor, New York, N.Y. 10282.

RECITALS

WHEREAS, subject to the terms and conditions of this Agreement, Borrower may, from time to time, seek to initiate a transaction pursuant to which Lender lends Digital Currency and/or Dollars to Borrower and Borrower will return such Digital Currency and/or Dollars, as set forth herein, to Lender upon the termination of the Loan.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the Borrower and the Lender hereby agree as follows:

I. Definitions

“*Affiliate*” means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“*Applicable Airdrop*” means a distribution of a new token or tokens resulting from the ownership of a Digital Currency. For the purposes of this Agreement, an “*Applicable Airdrop*” is an Airdrop for which the distribution of new tokens can be definitively calculated according to its distribution method, such as a pro rata distribution based on the amount of the relevant Digital Currency held at a specified time.

“*Applicable Law*” means (regardless of jurisdiction) any applicable (i) federal, national, state and local laws, ordinances, regulations, orders, statutory instrument, rules, treaties, codes of practice, guidance notes, policy statements, customary laws, decrees, injunctions, or judgments and any (ii) ruling, declaration, regulation, requirement, request or interpretation issued by any (or any

quasi-) regulatory, judicial, administrative or governmental body or person;

“Authorized Agent for Borrower” means any agent or agents authorized by Borrower to deliver Lending Requests in accordance with the terms of the Agreement, as identified in [***].

“Borrow Fee” means the fee paid by Borrower to the Lender for the Loan.

“Borrow Amount” means the amount of any Borrowed Asset borrowed pursuant to this Agreement, as agreed upon by Borrower and Lender.

“Borrowed Asset” means the Digital Currency or Dollars to be borrowed pursuant to this Agreement, as agreed upon by Borrower and Lender.

“Borrower’s Total Equity” shall be equal to the total value of all of Borrower’s assets, after subtracting all liabilities, as shown in Borrower’s most recent quarterly or annual audited financial statements, respectively, or if such statements are not available, then on the balance sheet(s) provided by Borrower for this purpose.

“Business Day” [***]

“Callable Option” means the Borrower and Lender each have the option to redeliver or recall an Open Loan (as defined below) at any time during the term of the Loan.

“Cash Collateral” means Dollars that have been deposited as Collateral.

“Collateral” means an amount of Dollars or Digital Currency used to secure a Loan, as determined and agreed upon by Borrower and Lender. With respect to Digital Currency, the Collateral shall include all controllable electronic records or transferable records, whether now owned or hereafter acquired, consisting of, arising under, or related to such cryptocurrency, and all of Borrower’s right, title and interest in any general intangibles relating to, arising under or consisting of such Digital Currency and all proceeds of the foregoing.

“Confirmation Protocol” means the requirement that the Transfer of a Digital Currency may not be deemed settled and completed until (i) the transaction has been recorded in a block and a certain number of subsequent blocks have been added to the applicable blockchain using the Coinbase, Inc. protocol or, if not listed on Coinbase, then any other protocol deployed by one of the top 5 exchanges as listed on CoinMarketCap, as chosen by Lender in its reasonable discretion; or (ii) the transaction has met a different protocol for a specific Digital Currency, which may be agreed upon by the parties and added hereto as an additional exhibit to this Agreement. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Transfer of a Digital Currency will only be deemed settled and completed if the relevant transaction(s) is included in the current

longest chain of the applicable blockchain.

“Digital Currency” means Bitcoin (BTC), Bitcoin Cash (BCH), Ether (ETH), Ether Classic (ETC), or Litecoin (LTC), any Resulting Currency and any additional digital currency that the Borrower and Lender agree upon in writing.

“Digital Currency Address” means an identifier of alphanumeric characters that represents a possible destination for a Transfer of Digital Currency.

“Dollars” and **“\$”** mean lawful money of the United States of America.

“Fees” mean the Borrow Fee and the Late Fee.

“Governmental Authority” means the government of any nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Hard Fork” means a software update implemented by a blockchain or cryptocurrency’s network nodes that is incompatible with the existing blockchain protocol, causing a permanent split into two separate networks that run in parallel.

“Late Fee” has the definition set forth in Section III(b) herein.

“Lending Request” means a request to Lender from Borrower for a Borrowed Asset, pursuant to the terms of this Agreement and the relevant Loan Term Sheet, attached as Exhibit B hereto.

“Lien” means any security interests, liens, mortgages, hypothecations, pledges, claims (pending or threatened), rights of first refusal, charges, escrows, encumbrances or similar rights.

“Liquidity Exchanges” means the top three (3) exchanges by volume reporting prices for a borrowed or posted Digital Currency, determined in a commercially reasonable manner, at Lender’s sole discretion.

“Loan” means a loan of a Borrowed Asset, made pursuant to and subject to this Agreement.

“Loan Documents” shall mean this Agreement, all Lending Requests and all exhibits and schedules hereto.

“Loan Effective Date” means the date upon which a Loan begins.

“Loan Term Sheet” means the Loan Term Sheet form attached hereto as Exhibit B, which form shall be utilized to memorialize the specific and final terms of any Loan pursuant to this Agreement. In the event of any conflict of terms between this Agreement and the terms applicable within a Loan Term Sheet, the terms in the relevant Loan Term Sheet shall govern.

“Loan Type” means either an Open Loan or a Term Loan, as indicated in the relevant Loan Term Sheet.

“Margin Call Notice” means a notice sent by Lender to Borrower pursuant to the Margin Call section in this Agreement.

“Margin Refund Notice” means a notice sent by Borrower to Lender pursuant to the Margin Refund section in this Agreement.

“Market Disruption Event” means any event, circumstance, occurrence or condition that is beyond a party’s control that renders blockchain transfers of an applicable Digital Currency impracticable, including but not limited to, for example, 51% attacks in which any Liquidity Exchange limits transfers.

“Maturity Date” means the date upon which a Loan is terminated.

“Net Asset Value” means an entity’s net market value per share/unit, calculated by dividing the total value of all assets of such entity, minus any liabilities, by the number of outstanding shares/units.

“Open Loan” means a Loan without a Maturity Date where Borrower may redeliver the Digital Currency and/or Dollars, and Lender may recall the Borrowed Asset, at any time, subject to this Agreement.

“Recall Amount” shall mean the portion of a Borrowed Asset subject to recall pursuant to a Callable Option, as further described in the Callable Option section of this Agreement.

“Recall Delivery Date” shall mean the second (2nd) Business Day from the Recall Request Date (as such term is defined below) unless otherwise agreed to and defined in the relevant Loan Term Sheet.

“Recall Grace Period” shall have the meaning set forth in the “General Operation” section of this Agreement.

“Recall Request Date” shall be as defined in the Callable Option section of this Agreement.

“**Redelivery Grace Period**” shall have the meaning set forth in the “General Operation” section of this Agreement.

“**Resulting Currency**” means a Digital Currency issued as a result of a Hard Fork.

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term**” shall have the meaning set forth in the “Term and Termination” section of this Agreement.

“**Term Loan**” means a Loan with a pre-determined Maturity Date, where Lender has no right to demand a return of the Borrowed Asset prior to such Maturity Date.

“**Transfer**” shall mean, as applicable, the delivery of the Borrowed Asset, as applicable, by Lender or Borrower hereunder.

II. General Operation.

(a) Loans of Digital Currency and/or Dollars

Subject to the terms and conditions hereof, Borrower may, in its sole and absolute discretion, request that the Lender extend a Loan to Borrower of a Borrowed Asset (as defined above, a specified amount of Digital Currency and/or Dollars), and Lender may, in its sole and absolute discretion, extend such Loan or decline to extend such Loan.

(b) Loan Procedure

From time to time during the Term of this Agreement, on a Business Day (the “Request Day”) an Authorized Agent of Borrower may by email, directed to the Lender email address identified for such requests in [***], make a Lending Request for a Borrowed Asset. Lender shall by email, directed to an Authorized Agent identified in [***], inform Borrower whether Lender agrees to make such a Loan by 5:00 pm New York time on the day of receiving a Lending Request. If Borrower does not receive an email informing it of Lender’s agreement within such period, Borrower’s Lending Request is withdrawn.

As part of its Lending Request, Borrower shall provide the following information:

- (i) The type of Borrowed Asset requested;
- (ii) the amount of Borrowed Asset requested;
- (iii) whether the Loan is a Term Loan or an Open Loan;

- (iv) the Loan Effective Date;
- (v) the Maturity Date (if a Term Loan);
- (vi) the Collateral; and
- (vii) other applicable information on the Loan Term Sheet

If Lender agrees to make a Loan, Lender shall transmit to either (x) Borrower's Digital Currency Address the amount of Digital Currency, or (y) Borrower's bank account by bank wire the amount of Dollars, as applicable, as such Digital Currency Address or bank wire instruction is set forth in the Lending Request, on the Loan Effective Date.

The specific and final terms of a Loan shall be memorialized using the Loan Term Sheet. In the event of a conflict of terms between this Agreement and a Loan Term Sheet, the terms in the Loan Term Sheet shall govern.

(c) Callable Option

Applicable to Open Loans, Lender may at any time from 9:00 am until 5:00 pm New York time on a Business Day (the "Recall Request Date") exercise the Callable Option and recall all or any portion of a Borrowed Asset loaned to Borrower (the "Recall Amount"). Borrower will then have until 5:00 pm New York time on the Recall Delivery Date to deliver the Recall Amount to Lender. In the event a Market Disruption Event is in effect on any Recall Delivery Date for a Borrowed Asset consisting of Digital Currency, the Recall Delivery Date will be extended to the earlier of (x) fifteen (15) Business Days or (y) until the Market Disruption Event is no longer in effect (the "Recall Grace Period"). If a Market Disruption Event is still in effect at the end of such fifteen (15) Business Day period, Borrower shall immediately transfer available funds in an amount of Dollars equal to the average price on the Liquidity Exchanges (measured at 4:00 p.m. New York time) of the borrowed Digital Currency during the fifteen (15) Business Days including and prior to the Market Disruption Event (the "Market Disruption Spot Rate").

Applicable to Open Loans, Borrower may at any time from 9:00 am until 5:00 pm New York time on a Business Day (the "Redelivery Day") exercise the Callable Option and return all or any portion of any Borrowed Asset to Lender.

(d) Digital Currency Substitution

Applicable to Term Loans, Lender may at any time from 9:00 am until 5:00 pm New York time on a Business Day (the "Borrowed Asset Substitution Request Date") request that the Borrower return to Lender all or a specified amount of Digital Currency that Borrower has borrowed under this Agreement (the "Substituted Recall Amount"), provided that Lender shall replace the Digital Currency identified as the Substituted Recall Amount with an amount of Dollars that has a fair market value, as of the Borrowed Asset Substitution Request Date, equal to the fair market value

of the Digital Currency identified as the Substituted Recall Amount as of such date, as reasonably determined by Lender (such amount of Dollars the “Replacement Assets”). Following a Borrowed Asset Substitution Request Date, Borrower shall be obligated to deliver to Lender the Substituted Recall Amount no later than the second (2nd) Business Day from the Borrowed Asset Substitution Request Date (or, if later, one (1) Business Day following the transfer by Lender to Borrower of the Replacement Assets). Following a Digital Currency substitution in respect of a Term Loan as contemplated in this paragraph, the terms of the Term Loan shall remain unchanged and all terms of this Agreement shall continue to apply to such Term Loan, except that the Replacement Assets shall become the Borrowed Assets for all purposes under such Term Loan and this Agreement. In no event shall any penalty apply to Lender for a Digital Currency substitution as contemplated in this paragraph.

(e) Termination of Loan

Loans will terminate:

- (i) If a Term Loan, upon redelivery by Borrower of the Borrowed Asset at the Maturity Date; and
- (ii) If an Open Loan, upon redelivery by Borrower of the Borrowed Asset once the Borrower or Lender exercises the Callable Option.

(f) Redelivery of Borrowed Digital Currency

Upon termination of a Loan according to this Agreement, the Borrower shall redeliver the Borrowed Asset on or before 5:00 pm New York time of the applicable Business Day (i.e., the Maturity Date, the Recall Delivery Date, or the Redelivery Date). In the event a Market Disruption Event is in effect on such Business Day, the Maturity Date or Recall Delivery Date (as the case may be) will be extended to the earlier of (x) fifteen (15) Business Days or (y) until the Market Disruption Event is no longer in effect (the “Redelivery Grace Period”). If a Market Disruption Event is still in effect at the end of such Redelivery Grace Period, Borrower shall repay at such time an amount in Dollars equal to the Market Disruption Spot Rate.

(g) Redelivery of Digital Currency in an Illiquid Market

If (x) the market in the borrowed Digital Currency is Illiquid (as defined below) as of the Maturity Date or the Recall Delivery Date (as the case may be), and (y) the Parties, acting in a commercially reasonable manner, mutually determine that it has become commercially infeasible for Borrower to return the Digital Currency, then Borrower may repay the Loan in Dollars at the Illiquid Market Spot Rate (as defined below). The market in the borrowed Digital Currency is “Illiquid” if the seven-day average daily trading volume across the Liquidity Exchanges (as measured by the

30-day average daily trading volume on the Loan Date) has decreased by at least 90% from the date of the Loan Term Sheet to the Maturity Date or the Recall Delivery Date (as the case may be), or if the borrowed Digital Currency ceases to be listed on any of the Liquidity Exchanges. If the market for the borrowed Digital Currency is Illiquid and the Parties, acting in a commercially reasonable manner, mutually determine that it is commercially infeasible for the Digital Currency to be returned, then Borrower may repay on the Maturity Date or on the Recall Delivery Date an amount in Dollars equal to the average price on the Liquidity Exchanges (measured at 4:00 p.m. New York time) of the borrowed Digital Currency during the fifteen (15) Business Days including and prior to the date on which the market in the borrowed Digital Currency became Illiquid (the “Illiquid Market Spot Rate”). Notwithstanding the forgoing or anything in this Agreement to the contrary, Borrower may always satisfy its repayment or delivery obligations pertaining to Digital Currency in this Agreement by repaying or delivering the applicable amount of borrowed Digital Currency.

(h) Changes in Applicable Laws.

If because of changes in Applicable Laws (“Government Restrictions”), a party’s ability to transfer or own Digital Currency that has been the subject of a Loan or Loans hereunder, including Digital Currency utilized as Collateral, is eliminated, materially impaired or declared illegal:

- (1) if possible under the Government Restrictions and where a Market Disruption Event is not in effect, including, without limitation, during any notice or grace period, a party shall pay any amounts owed in the relevant Digital Currency;
- (2) if return is not possible under the Government Restrictions, a party shall pay an amount in Dollars equal to the average price on the Liquidity Exchanges (measured at 4:00 p.m. New York time each day) of the relevant Digital Currency during the 30-day period prior to the effective date of the Government Restrictions; and
- (3) it is agreed that, after the payment in full pursuant to sub-section (1) or (2) above, this Agreement shall terminate.

(i) Tax Matters

(i) Withholding

- a. All amounts paid or transferred hereunder shall be paid or transferred free and clear of deduction or withholding for any Taxes, unless such deduction or withholding is required by applicable law. Amounts withheld by the Borrower pursuant to the preceding sentence shall be treated as paid to the Lender for all purposes of this Agreement.
- b. If Borrower is required by applicable law to make any deduction or withholding in respect of Taxes from amounts paid or transferred

hereunder, and Borrower does not so deduct or withhold such Taxes, and a liability resulting from such failure to deduct or withhold such Taxes is asserted directly against Borrower, then Lender will promptly pay to Borrower the amount of such liability (including any interest or penalties). If Lender is required by applicable law to make any deduction or withholding in respect of Taxes from amounts paid or transferred hereunder, and Lender does not so deduct or withhold such Taxes, and a liability resulting from such failure to deduct or withhold such Taxes is asserted directly against Borrower, then Lender will promptly pay to Borrower the amount of such liability (including any interest or penalties).

- c. Before the Loan Effective Date of the first Loan under the Agreement, Borrower will provide to Lender a valid, complete IRS Tax Form (either IRS Form W-9 or IRS Form W-8, as applicable) and CRS Self-Certification any other tax form reasonably requested by Lender, and Lender will provide to Borrower a valid, complete IRS Tax Form (either IRS Form W-9 or IRS Form W-8, as applicable) and any other tax form reasonably requested by Borrower. Each of Borrower and Lender shall promptly provide updated tax forms upon learning that any form previously provided has become obsolete or incorrect.
- (ii) For U.S. federal, state and local income tax purposes, each of Lender and Borrower intend that, absent a change in law, any Loan of Digital Currency under this Agreement by Lender, and any transfer of Collateral consisting of Digital Currency under this Agreement by Borrower, shall not be treated as an exchange of property for other property differing materially in kind or extent (within the meaning of Section 1001 of the Internal Revenue Code of 1986, as amended), and each of Borrower and Lender agrees that it will not take any position inconsistent with such treatment for all such tax purposes.
- (iii) If Lender is required by law to deduct or withhold any Taxes from amounts paid or transferred to Borrower with respect to the Collateral (including transfers pursuant to Section V), the amounts paid or transferred shall be increased as necessary so that after making all required deduction or withholding, Borrower shall receive value equal to the value it would have received had no such deduction or withholding been made.

III. Borrow Fees and Transaction Fees.

(a) Borrow Fee Calculation

When a Loan is executed, the Borrower will be responsible for payment of the Borrow Fee as agreed to in the relevant Loan Term Sheet, and the Borrow Fee shall be annualized but calculated daily on the basis of a 360-day year for the actual number of days elapsed, and is subject to change if agreed to by Borrower and Lender. The Borrow Fee when the Borrowed Asset is Digital Currency shall be payable, unless otherwise agreed by the Borrower and Lender, in the applicable Digital Currency. When the Borrowed Asset is Dollars, the Borrow Fee shall be paid in Dollars.

Lender shall calculate any Borrow Fees owed on a daily basis, and shall provide Borrower with the calculation upon request.

(b) Late Fee

On each Business Day following the Maturity Date, the Recall Delivery Date, or the date that Lender must return the Collateral (whichever is applicable), on which Borrower has not returned the Borrowed Asset or Lender has not returned the Collateral, the Party failing to perform its redelivery obligations shall incur an additional fee (the "Late Fee") of 5% (annualized, calculated daily) of the notional amount of the Loan (for Lender) or Collateral (for Borrower) and all other overdue amounts, including Fees, in addition to the Borrow Fee or any other applicable fees under this Agreement. The Late Fee shall be payable, unless otherwise agreed by the Parties, in the applicable Digital Currency or in Dollars if the Loan was in Dollars. No Late Fee will be charged during any Recall Grace Period or Redelivery Grace Period.

(c) Payment of Borrow Fees and Late Fees

An invoice for Borrow Fees, outstanding Obligations, and any Late Fees (the "Invoice Amount") shall be sent out on the first Business Day of the month by Lender and shall include any Borrow Fees incurred from the previous month. Borrower shall have up to five (5) Business Days to submit payment for the Invoice Amount (the "Invoice Due Date"). Fees unpaid by the Invoice Due Date shall also become subject to a Late Fee, commencing the day after the Invoice Due Date.

(d) Application of Payments

Borrower shall, at the time of making each payment under this Agreement, specify to the Lender the Loan to which such payment is to be applied. In the event that the Borrower fails to so specify, or if an Event of Default has occurred and is continuing, the Lender shall apply the payment first to the principal amount of any Borrowed Asset, and then to any interest accrued under the applicable Loan(s).

(e) Application of Insufficient Payments

If at any time insufficient amounts are received by the Lender to pay fully all amounts of principal,

Fees, and other amounts then due and payable hereunder, such Digital Currency and/or Dollars payment received shall be applied (i) first, to pay Fees then due and payable hereunder, (ii) then, to pay principal then due and payable hereunder, and (iii) then, to pay other amounts then due and payable under this Agreement. In no event shall payments by Borrower in one Digital Currency and/or Dollars be applied by Lender to pay off obligations outstanding with respect to a Loan in another Digital Currency and/or Dollars.

(f) Computations

Fees shall be computed on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which payable. For purposes of calculating Fees, Digital Currencies shall be deemed to have been Transferred by one party to the other when the applicable Confirmation Protocol for the relevant Digital Currency has been completed. If the requirements of the Confirmation Protocol are not met by 5:00 pm New York Time, the Transfer shall be deemed to have been made on the following Business Day. Calculation of Fees shall be based on the date when the relevant Transfer is deemed to have occurred.

IV. Collateral Requirements

(a) Collateral

[***]

(b) Margin Calls

If during the term of a Loan the value of the Borrowed Asset changes relative to the Collateral, such that the Collateral becomes valued at a rate less than the Margin Call Rate for Collateral indicated on the Loan Term Sheet as measured by the spot rate published on Coinbase Pro, or if such Borrowed Asset is not listed on Coinbase Pro, then the spot rate published on Kraken (such rate, the “Margin Call Spot Rate”), then Borrower shall be required to contribute additional Collateral so that the total amount of Collateral is valued at a level equal to or greater than the Initial Collateral Level (the “Additional Collateral”).

If Lender requires Borrower to contribute Additional Collateral, it shall send a notice (the “Margin Call Notice”) to Borrower that sets forth: (i) the Margin Call Spot Rate and (ii) the amount of Additional Collateral required based on the Margin Call Spot Rate. Such notice may be sent electronically in writing, via email, telephone, or any other means of electronic communication agreed upon by the parties.

Borrower shall have eighteen [***] from the time Lender sends the Margin Call Notice to respond and send Additional Collateral to Lender.

Failure to provide Additional Collateral, if required, shall give Lender the right, but not the obligation, to declare an Event of Default.

Notwithstanding the above procedures, if at any time the value of the Borrowed Asset changes relative to the Collateral, such that the Collateral becomes valued at a rate less than the Urgent Margin Call Rate indicated on the Loan Term Sheet, *even where a Margin Call Notice has already been sent pursuant to the procedures above*, then Lender shall have the right to require Borrower to contribute Additional Collateral, or elect to pay back the outstanding principal amount remaining on the Loan, within [***] from the time that Lender initially sent the Margin Call Notice pursuant to the procedures above.

Failure to provide Additional Collateral pursuant to an Urgent Margin Call shall give Lender the right, but not the obligation, to declare an Event of Default. If an Urgent Margin Call Rate is not specified on the Loan Term Sheet, then the foregoing paragraph shall not apply.

(c) Margin Refund

Where a Margin Return Spot Rate is indicated in the Term Sheet, then if during the term of a Loan the value of the Borrowed Asset changes relative to the Collateral, such that the Collateral becomes valued at a rate greater than the Margin Return Spot Rate for Collateral indicated on the Loan Term Sheet as measured by the spot rate published on Coinbase Pro, or if the Borrowed Asset is not listed on Coinbase Pro, then the spot rate published on Kraken (such rate, the “Margin Return Spot Rate”) then Borrower shall have the right to require Lender to return a portion of Collateral so that the Collateral is valued at the same percentage indicated in the Loan Term Sheet relative to the value of the Borrowed Asset at the Margin Return Spot Rate (the “Margin Refund Amount”).

If Borrower requires Lender to provide a Margin Refund Amount, it shall send a notice (the “Margin Refund Notice”) that sets forth: (i) the Margin Return Spot Rate and (ii) the Margin Refund Amount required based on the Margin Return Spot Rate. Such notice may be sent electronically, via email, telephone, or any other means of electronic communication agreed upon by the parties.

Lender shall have [***] from the time Borrower sends such Margin Refund Notice to respond and send the Margin Refund Amount to Borrower.

Failure to provide a Margin Refund Amount pursuant to a Margin Refund Notice shall give Borrower the right, but not the obligation, to declare an Event of Default. If a Margin Return Spot Rate is not specified on the Loan Term Sheet, then the foregoing paragraph shall not apply.

(d) Default or Failure to Return Loan

In the event that Borrower does not return the Digital Currency or Dollars borrowed pursuant to a Loan upon Termination or due to the occurrence of an Event of Default (as such term is defined pursuant to this Agreement), Lender shall liquidate that portion of the Collateral necessary for the payment of any liability or obligation or indebtedness created by this Agreement, including, but not limited to using the Collateral to purchase Digital Currency to replenish Lender's supply of the relevant Digital Currency or to purchase Dollars to satisfy Borrower's obligation to Lender pursuant to such Loan.

In the event that Lender does not return the Collateral upon Termination or in the case of an Event of Default pursuant to the terms of this Agreement, in addition to all other rights and remedies available to it at law or in equity, Borrower shall have the right to deduct from the amount owed by Borrower in respect of the Loan an amount equivalent to the value of the unreturned Collateral, and Borrower shall have no further obligations in respect of the applicable Loan.

(e) Return of Collateral

Upon Borrower's redelivery of the Borrowed Assets and, in the case of Borrowed Assets consisting of Digital Currency, acceptance by Lender of the Borrowed Digital Currency into Lender's applicable Digital Currency Address as provided herein, with such delivery being confirmed on the relevant Digital Currency blockchain ten (10) times, Lender shall initiate the return of Collateral to a bank account in the name of Borrower or any Digital Currency posted as Collateral to the Borrower's applicable Digital Currency Address. Similarly, in the event that Borrower's Collateral is any Digital Currency, confirmation of Lender's redelivery of Collateral to Borrower shall occur once delivery of the Collateral is confirmed on the relevant Digital Currency blockchain ten (10) times, or as applicable.

(g) Rehypothecation

[***]

V. Hard Fork, Applicable Airdrop(a) Notification

In the event of a Hard Fork or Applicable Airdrop in the blockchain for any loaned Digital Currency or Collateral, Lender shall provide email notification to Borrower.

(b) No Immediate Termination of Loans

In the event of a Hard Fork or Applicable Airdrop with regards to any loaned Digital Currency or Collateral, any outstanding Loans will not be immediately terminated.

(c) Hard Forks and Applicable Airdrops Payments

Lender will receive the benefit and ownership of any incremental tokens generated as a result of a Hard Fork or Applicable Airdrop for any loaned Digital Currency in such Digital Currency protocol or an Applicable Airdrop (the “New Tokens”), and Borrower will receive the same benefit and ownership rights for any Hard Fork or Applicable Airdrop in respect of Digital Currency provided as Collateral, so long as:

- (i) such New Tokens are available in Coinbase Pro, Gemini or Fireblocks wallets no later than thirty (30) days following such Hard Fork or Applicable Airdrop event; or
- (ii) one (1) of the following two (2) conditions is met in respect of the New Tokens distributed in such Hard Fork or Applicable Airdrop:
 - a. *Market Capitalization*: the average market capitalization of the New Token (defined as the total value of all New Tokens) on the 30th day following the occurrence of the Hard Fork or Applicable Airdrop (calculated as a 30-day average on such date) is at least 5% of the average market capitalization of the relevant Digital Currency (defined as the total value of the relevant Digital Currency) (calculated as a 30-day average on such date). The source for the relevant Digital Currency market capitalization will be coinmetrics.io (or, if coinmetrics.io does not provide the required information, messari.io, and if neither provides the required information, the parties shall discuss in good faith and mutually agree upon another data source) and the source for the market capitalization of the New Token will be coinmetrics.io (or, if coinmetrics.io does not provide the required information, the parties shall discuss in good faith and mutually agree upon another data source prior to the 30-day mark of the creation of the New Token); or
 - b. *24-Hour Trading Volume*: the average 24-hour trading volume of the New Token on the 30th day following the occurrence of the Hard Fork or Applicable Airdrop (calculated as a 30-day average on such date) is at least 5% of the average 24-hour trading volume of the relevant Digital Currency (calculated as a 30-day average on such date). The source for the relevant Digital Currency 24-hour trading volume will be messari.io

(or, if messari.io does not provide the required information, the parties shall discuss in good faith and mutually agree upon another data source) and the source for the 24-hour trading volume of the New Token will be messari.io (or, if messari.io does not provide the required information, the parties shall discuss in good faith and mutually agree upon another data source prior to the 30-day mark of the creation of the New Token).

If the New Tokens distributed in the Hard Fork or Applicable Airdrop meet the conditions described in clauses (i) or (ii) above for any loaned Digital Currency, Borrower will transfer to Lender within five (5) Business Days from the date the condition is met a number of New Tokens equivalent to the number Lender would have received had the Loan not been made.

If the New Tokens distributed in the Hard Fork or Applicable Airdrop meet the conditions described in clauses (i) or (ii) above for any Collateral, Lender will transfer to Borrower within five (5) Business Days from the date the condition is met to transfer a number of New Tokens equivalent to the number Borrower would have received had the Collateral not been transferred to Lender.

Notwithstanding the foregoing, where New Tokens distributed in a Hard Fork or Applicable Airdrop do *not* meet the conditions described in clause (i) and/or clause (ii) above, then Lender (in the case of Digital Currency that is a Borrowed Asset) or Borrower (in the case of Digital Currency posted as Collateral) may request in writing the delivery of such New Tokens on or prior to the Maturity Date of the applicable Loan(s). A party will only be required to make a transfer of such New Tokens to the extent that it is feasible to make such transfer, as determined in a commercially reasonable manner by the applicable transferor. Where a transfer of such New Tokens is determined to be feasible, transferor will have five (5) Business Days from the receipt of the written request to transfer such New Tokens.

VI. Representations and Warranties.

(a) Each party represents on the date hereof and on the date of each Lending Request made to the Lender hereunder that this Agreement has been duly and validly authorized, executed and delivered on behalf of such party and constitutes the legal, valid and binding obligations of such party enforceable against such party in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and subject to the availability of equitable remedies) and will not contravene (a) the constitutive documents of such party, (b) any Applicable Law, and (c) any judgment, award, injunction or similar legal restriction.

(b) Each party represents that no license, consent, authorization or approval or other action by, or notice to or filing or registration with, any Governmental Authority (including any

foreign exchange approval), and no other third-party consent or approval, is necessary for the due execution, delivery and performance by such party of this Agreement or for the legality, validity or enforceability thereof against such party.

(c) Each party hereto represents and warrants that it has not relied on the other for any tax or accounting advice concerning this Agreement and that it has made its own determination as to the tax and accounting treatment of any Loan or any Digital Currency or funds received hereunder.

(d) Lender represents and warrants that it has or will have at the time of transfer of any Digital Currency, the right to lend such Digital Currency subject to the terms and conditions hereof, that it owns the Digital Currency, free and clear of all liens and that the Digital Currency has been acquired in accordance with all Applicable Laws.

(e) Borrower represents and warrants that it has or will have at the time of return of any Digital Currency, the right to transfer such Digital Currency subject to the terms and conditions hereof, and, free and clear of all liens and encumbrances other than those arising under this Agreement and that the Digital Currency that it will return has been acquired in accordance with all Applicable Laws.

(f) Lender represents that the entity name in the first paragraph of this Agreement and in the signature block hereof is the full and complete legal entity name of Lender;

(g) Borrower represents that the entity name in the first paragraph of this Agreement and in the signature block hereof is the full and complete legal entity name of Borrower;

(h) Borrower represents that the registered address where Borrower is organized or incorporated is correctly indicated in Exhibit A, and Borrower agrees to promptly provide written notice to Lender of any change in such registered address;

(i) Borrower represents and warrants that it is an “eligible contract participant” as such term is defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

(j) Lender represents and warrants that it is an “eligible contract participant” as such term is defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

(k) The Borrower and Lender acknowledge and agree that where Lender holds Collateral pursuant to this Agreement, or where any third party custodian appointed by Lender and Borrower holds Collateral pursuant to this Agreement (i) such party holding Collateral shall be deemed to be a “securities intermediary” within the meaning of Article 8 of the Uniform

Commercial Code, as in effect in the State of Delaware (the “DEUCC”), and will be acting in such capacity with respect to any Loan pursuant to this Agreement; (ii) any accounts utilized for purposes of this Loan Agreement, including but not limited to any Digital Currency Address, shall be deemed to be a “securities account” within the meaning of Article 8 of the DEUCC; (iii) all property and assets held in or credited from time to time in any securities account (including without limitation Digital Assets and cash) will be treated as “financial assets” for purposes of Article 8 of the DEUCC; and (iv) Galaxy’s “securities intermediary’s jurisdiction” within the meaning of Article 8 of the DEUCC is Delaware.

(l) Sanctions Compliance.

The Borrower represents and warrants that, as of the date hereof and for the duration of this Agreement, it is not, and will not be during the term of the Agreement: a) Listed on any sanctions list or subject to any sanctions administered or enforced by the United States, the European Union, the United Kingdom, the United Nations, or any other government authority (collectively, “Sanctions”); b) Engaged in, or facilitating, any transactions or activities that would cause the other party to violate any applicable Sanctions or any regulations of the aforementioned authorities.

(m) No Prohibited Persons

The Borrower represents and warrants that it is not directly or indirectly owned or controlled by, nor is it acting on behalf of, any person or entity that is subject to any Sanctions.

(n) No Violation of Sanctions

The Borrower confirms that it has not, and will not, directly or indirectly, engage in any transaction or activity that is prohibited by any Sanctions.

VII. Events of Default.

It is further understood that the following events described below shall constitute Events of Default hereunder:

- (a) the failure of the Borrower to return any Borrow Amount or pay any Borrow Fees when due hereunder;
- (b) the failure of the Lender to return any Collateral to the Borrower when due hereunder;
- (c) a material default in the performance by Borrower or Lender of any of the other agreements, conditions, covenants, provisions or stipulations contained in any of the Loan Documents;

- (d) any failure of the Borrower to provide Additional Collateral or the Lender to provide a Margin Refund Amount, if applicable, pursuant to the terms of this Agreement;
- (e) any failure of the Borrower or Lender to pay the appropriate party with regards to either a Hard Fork or an Applicable Airdrop pursuant to the terms of this Agreement;
- (f) either Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, reincorporates or reconstitutes into or as another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, reincorporation or reconstitution the resulting, surviving or transferee entity fails to assume all the obligations of the respective, reorganizing Party under this Agreement;
- (g) any bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors or dissolution proceedings shall be instituted by or against the Borrower and shall not be dismissed within thirty (30) days of their initiation;
- (h) any representation or warranty made in any of the Loan Documents proves to be untrue in any material respect as of the date of making or deemed making thereof; or
- (i) The occurrence or existence of a default, event of default or other similar condition or event (however described) in respect of Borrower (or any guarantor of Borrower pursuant to this Agreement), relating to any agreement with any affiliate of Lender shall be deemed to be an Event of Default under this Agreement, and shall constitute an Event of Default with respect to all outstanding Loans and other transactions between Lender and Borrower.
- (a) The occurrence or existence of a default or event of default (however described), in respect of any agreement or instrument relating to borrowed money, under which the Borrower, the Lender, or any of their respective affiliates or subsidiaries is a party and has an actual payment or performance obligation, where such default has resulted in (a) an acceleration of such obligation, or (b) a failure to pay when due, and the aggregate principal amount of such obligation exceeds the relevant Threshold Amount (as defined below), shall constitute an Event of Default under this Agreement. For the avoidance of doubt, no Event of Default shall be deemed to have occurred unless the relevant default or event of default has occurred under an agreement or instrument in respect of borrowed money exceeding the applicable Threshold Amount. “Threshold Amount” means: (i) with respect to the Borrower (including any of its affiliates or subsidiaries), an amount equal to the lesser of [***] (or the equivalent in another currency, currency unit, virtual currency or combination thereof) or [***] of the Borrower’s Total Equity; and (ii) with respect to the Lender (including any of its affiliates or subsidiaries), an amount equal to [***] of the Lender’s Total Equity. “Lender Total Equity” means the amount shown in Galaxy Digital Holdings LP’s most recent quarterly unaudited or annual audited financial statements, as applicable.

VIII. Termination Events.

[***]

IX. Remedies.

Upon the occurrence and during the continuation of any Event of Default or Termination Event with respect to Borrower, the Lender may, at its option, (a) declare all Borrow Amounts and Fees outstanding hereunder immediately due and payable, (b) terminate this Agreement upon notice to Borrower, and (c) exercise all other rights and remedies available to the Lender hereunder, under applicable law or in equity, provided, that upon any Event of Default or Termination Event all Borrow Amounts and the amount of any Fees then outstanding hereunder shall automatically become immediately due and payable.

Upon the occurrence and during the continuation of any Event of Default or Termination Event with respect to Lender, the Borrower may, at its option, (a) declare all Collateral or applicable Late Fees outstanding hereunder immediately due and payable, (b) terminate this Agreement upon notice to Lender, and (c) exercise all other rights and remedies available to the Borrower hereunder, under applicable law, or in equity.

X. Limitation of Liability.

EXCEPT FOR ACTS OR OMISSIONS THAT CONSTITUTE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES, BENEFICIARIES, ASSIGNEES OR SUCCESSORS (BY ASSIGNMENT OR OTHERWISE) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL DAMAGES, OR ANY PUNITIVE, EXEMPLARY, REMOTE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOST PROFITS, COST OF COVER OR OTHER SPECIAL DAMAGES, IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR ANY LOAN DOCUMENTS, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY LOAN DOCUMENTS HERETO.

XI. Documents to be Delivered.

So long as Borrower remains an SEC reporting entity, Borrower shall make available via the SEC's EDGAR site a copy of its annual report containing audited consolidated financial statements for each such fiscal year, certified by independent certified public accountants and prepared in

accordance with generally accepted accounting principles in the country in which such party is organized.

XII. Rights and Remedies Cumulative.

No delay or omission by either party in exercising any right or remedy hereunder shall operate as a waiver of the future exercise of that right or remedy or of any other rights or remedies hereunder. All rights of the parties stated herein are cumulative and in addition to all other rights provided by law, in equity.

XIII. Collection Costs.

In the event that either Party fails to pay any amounts due or to return any Borrowed Asset or Collateral hereunder, the defaulting Party shall pay to the non-defaulting Party upon demand all reasonable costs and expenses, including without limitation, reasonable attorneys' fees and court costs incurred by the non-defaulting Party in connection with the enforcement of its rights hereunder.

XIV. Passwords and Security.

Each party is responsible for maintaining adequate security and control of any and all passwords, private keys, and any other codes that it uses to Transfer or receive Digital Currencies hereunder. Each party will be solely responsible for the private keys that it uses to make the Transfers and maintaining secure back-ups. Each party will be responsible for any unauthorized Transfers made utilizing its passwords, private keys, and any other codes it uses to make or receive Transfers.

XV. Governing Law; Dispute Resolution.

This Agreement is governed by, and shall be construed and enforced under, the laws of the State of New York applicable to contracts made and to be performed wholly within such State, without regard to any choice or conflict of laws rules. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation it shall be finally resolved by arbitration administered in the County of New York, State of New York by the American Arbitration Association under its Commercial Arbitration Rules, or such other applicable arbitration body as required by law or regulation, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. If any proceeding is brought for the enforcement of this Agreement, then the successful or prevailing party shall be entitled to recover attorneys' fees and other costs incurred in such proceeding in addition to any

other relief to which it may be entitled.

XVI. Notices.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement shall be in writing and shall be personally delivered or sent by Express mail, certified mail (postage prepaid, return receipt requested), overnight courier, or electronic mail (at such email addresses as a party may designate in accordance herewith) to the applicable address set forth in [***]

XVII. Modifications.

All modifications or amendments to this Agreement shall be effective only when reduced to writing and signed by both parties hereto.

XVIII. Entire Agreement.

This Agreement and each exhibit referenced herein constitutes the entire Agreement among the parties with respect to the subject matter hereof and supersedes any prior negotiations, understandings and agreements.

XIX. Successors and Assigns.

This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that Borrower may not assign this Agreement or any rights or duties hereunder without the prior written consent of Lender.

XX. Severability of Provisions.

Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

XXI. Counterpart Execution.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by email or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

XXII. Relationship of Parties.

Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of partnership or joint venture between the parties hereto, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the parties hereto other than the relationship of Borrower and Lender.

XXIII. Term and Termination.

The Term of this Agreement shall commence on the date hereof for a period of one year, and shall automatically renew for successive one-year terms annually. Either party may provide notice of a desire to terminate the Agreement not less than ten (10) Business Days prior to the end of such one-year period, or upon thirty (30) Business Days' prior written notice by either party to the other. In the event of a termination of this Agreement as set forth in this provision, (i) all outstanding Open Loan(s) shall be deemed terminated and any loaned Borrowed Asset shall be redelivered immediately and any fees owed shall be payable immediately, and (ii) all outstanding Term Loans shall continue until the relevant Maturity Date for such Loan(s).

For clarity, in the event of termination by Borrower upon thirty (30) Business Days' prior written notice, all Open Loans shall be deemed terminated effective as of the date Borrower delivers such notice, and Borrower shall immediately cease initiating any new Lending Requests. Borrowed Assets outstanding under any Open Loan(s) shall be redelivered no later than ten (10) Business Days prior to the expiration of the thirty (30) Business Day notice period (or such earlier date as may be reasonably designated by Lender upon written notice to Borrower), together with payment of all accrued Fees through such redelivery date. Lender shall have the right, in its sole discretion, to accelerate the redelivery of Borrowed Assets or to offset against any Collateral or other amounts held by Lender any obligations of Borrower that remain unpaid at any time during such notice period. The Agreement shall not terminate until all Borrowed Assets have been redelivered and all obligations of Borrower hereunder have been indefeasibly paid in full.

For the avoidance of doubt, any failure by Borrower to redeliver Borrowed Assets or make payment in full within the timeframe specified herein shall constitute an immediate Event of Default.

For the avoidance of doubt, in the event of a termination of this Agreement due to an Event of Default or any other termination for cause pursuant to the terms hereof or any Loan Term Sheet agreed upon by Lender and Borrower, all Open Loans and Term Loans shall be deemed terminated, all Borrowed Assets and Collateral shall be redelivered/repaid immediately, and any fees owed shall be payable immediately.

XXIV. Miscellaneous.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other Person shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement. The section headings are for convenience only and shall not affect the interpretation or construction of this Agreement. The Parties acknowledge that the Agreement and any Loan is the result of negotiation between the Parties which are represented by sophisticated counsel and therefore none of the Agreement's provisions will be construed against the drafter.

XXV. Confidentiality

For purposes of this Agreement, "Confidential Information" means any and all information and material (whether oral, written, electronic or otherwise) disclosed or otherwise made available by a party hereto (such party, the "Disclosing Party") or any of its Representatives (as defined below) to the other party (such party, the "Receiving Party") or any of its Representatives during the term of this Agreement, together with all notes, analyses, compilations, studies, interpretations or other material that contain, reflect or are based in whole or part on any such Confidential Information. In addition, Confidential Information shall include (x) the fact that the Parties have executed this Agreement, (y) all of the terms and conditions of the Agreement (including any financial terms and conditions), or other facts with respect to a party's performance hereunder.

Without the prior written consent of Disclosing Party, Receiving Party shall keep, and shall direct its Representatives to keep, all Confidential Information confidential and shall not disclose, and shall direct its Representatives not to disclose, any Confidential Information to any person, other than to Receiving Party's Representatives who need to know such Confidential Information for the purpose of assisting Receiving Party in connection with fulfilling its obligations under this Agreement. For this purpose, Confidential Information does not include information which (i) was, is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in violation of this Section, (ii) was, is or becomes known or made available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party or its Representatives), provided that such source is not, to the actual knowledge of the Receiving Party or its Representatives, itself bound by a legal or contractual duty of confidentiality or otherwise prohibited from disclosing such information to the Receiving Party, (iii) is or was in the Receiving Party's or its Representatives' possession (on a non-confidential basis) prior to the time of disclosure to Receiving Party by Disclosing Party (provided that such information was not obtained from a source actually known by Receiving Party to be prohibited from disclosing such information to Receiving Party by any legal or contractual obligation of confidentiality) or (iv) is or was independently developed or acquired by Receiving Party or any of its Representatives without use of or reference to any Confidential Information. For purposes of this Section, the term "Representatives" means, with respect to any person, such person's affiliates and its and their respective directors, officers, employees, agents and advisors (including

financial advisors, attorneys and accountants) and representatives; provided that, in the case of Receiving Party, "Representatives" shall only include such persons to the extent they actually receive Confidential Information from or on behalf of the Receiving Party.

Notwithstanding any provision herein to the contrary, the Receiving Party may disclose Confidential Information to the extent requested or expressly compelled by applicable law, rule or regulation (including, without limitation, the rules of any stock exchange or other regulatory or self-regulatory body) or order issued by any administrative, governmental, regulatory, or judicial authority (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) with competent jurisdiction over the Receiving Party or its Representatives. If Receiving Party or any of its Representatives are requested or required to disclose any Confidential Information, then (to the extent reasonably practicable and permissible) Receiving Party shall provide Disclosing Party with reasonably prompt written notice of such request or requirement, so that Disclosing Party may, at its sole cost and expense, seek an appropriate protective order or other remedy or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party waives compliance, in whole or in part, with the terms of this Agreement, Receiving Party or its Representatives, as the case may be, shall be free to disclose that portion of the Confidential Information that is legally requested or required to be disclosed. Notwithstanding the foregoing, no such notice shall be required in the case of a routine proceeding involving general requests of Receiving Party or its Representatives by bank, securities, tax, regulatory, professional or similar authorities with jurisdiction over Receiving Party or its Representatives, as applicable (which may include any bank regulator or public accounting oversight body), or in response to any request by such persons; provided that the proceeding or request is not specifically targeted at the Disclosing Party or the Confidential Information.

Upon the termination or expiration of this Agreement, or upon a Disclosing Party's request, the Receiving Party will return or destroy such Confidential Information without maintaining a copy of such Confidential Information, except that the parties (i) may retain copies of Confidential Information in accordance with bona fide internal document retention policies and procedures or other bona fide policies and procedures implemented to comply with legal and regulatory requirements; and (ii) shall not be obligated to delete or erase any Confidential Information contained in an archival computer system backup that cannot be accessed by end users or expunged without considerable effort. Any Confidential Information that is not returned or destroyed shall remain confidential in accordance with the terms and conditions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

LENDER:

GALAXY DIGITAL LLC

By: [***]
Name: [***]
Title: [***]

BORROWER

EXODUS MOVEMENT, INC.

By: /s/ James Gernetzke
Name: James Gernetzke
Title: CFO

EXHIBIT B
LOAN TERM SHEET

This Loan Term Sheet dated [DATE], incorporates all of the terms of the Master Digital Currency Loan Agreement (“Agreement”) entered into by EXODUS MOVEMENT, INC. (“Borrower”) and GALAXY DIGITAL LLC (“Galaxy”) on November 4, 2025, as amended from time to time, and the following specific Loan terms:

Borrower: EXODUS MOVEMENT, INC.
Lender: GALAXY DIGITAL LLC

Loan Effective Date: []
Borrowed Asset: []
Borrow Amount: []
Borrow Fee: []
Loan Type: []
Maturity Date: []
Initial Collateral Level: []
Type Collateral: []
Margin Call Rate: []
Urgent Margin Call Rate: []
Rehypothecation: []

EXODUS MOVEMENT, INC. GALAXY DIGITAL LLC

By: _ By: _
Name: Name:
Title: Title:

1. I have reviewed this Quarterly Report on Form 10-Q of Exodus Movement, Inc. (the “registrant”);
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) 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
 - (c) 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.

By: _____ /s/ Jon Paul Richardson
Jon Paul Richardson
Chief Executive Officer

I, James Gernetzke, certify that:

- Date: November 10, 2025

By: /s/ James Gernetzke
James Gernetzke
Chief Financial Officer

Jon Paul Richardson
Chief Executive Officer

By: /s/ James Gernetzke
James Gernetzke
Chief Financial Officer