

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2025

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

For the transition period from _____ to _____

Commission File Number: 001-40779

Trump Media & Technology Group Corp.

(Exact name of registrant as specified in its charter)

Florida

(State or other jurisdiction of incorporation or organization)

85-4293042

(IRS Employer Identification No.)

401 N. Cattlemen Rd, Ste. 200
Sarasota, Florida

(Address of principal executive offices)

34232

(Zip Code)

(941) 735-7346

(Registrant's telephone number, including area code)

Not applicable

(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	DJT	The Nasdaq Stock Market LLC
Common Stock, par value \$0.0001 per share	DJT	New York Stock Exchange Texas
Warrants, each exercisable for one share of Common Stock for \$11.50 per share	DJTWW	The Nasdaq Stock Market LLC
Warrants, each exercisable for one share of Common Stock for \$11.50 per share	DJTWW	New York Stock Exchange Texas

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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 (Section 232.405 of this chapter) during the preceding 12 months (or such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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 June 30, 2025, the last business day of the registrant's last completed second quarter, the aggregate market value of the common stock held by non-affiliates of the registrant

was approximately \$2.9 billion based on the closing price per share of the registrant's common stock, on June 30, 2025, as reported by the Nasdaq Stock Market. For the purposes of this disclosure, shares of common stock held by each executive officer, director and affiliate based on public filings and other information known to the registrant have been excluded since such persons may be deemed affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 25, 2026, there were 276,731,315 shares of the registrant's common stock, par value \$0.0001 per share (the "common stock"), issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Specified portions of the registrant's proxy statement with respect to the registrant's 2026 Annual Meeting of Stockholders (the "Proxy Statement"), which is to be filed pursuant to Regulation 14A within 120 days after the end of the registrant's fiscal year ended December 31, 2025, are incorporated by reference into Part III of this Annual Report on Form 10-K.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Various statements in this Annual Report on Form 10-K of Trump Media & Technology Group Corp. are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements involve substantial risks and uncertainties. All statements, other than statements of historical facts, included in this report, including statements regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans, our ability to consummate future mergers and acquisitions, including the proposed merger with TAE Technologies, Inc., a Delaware corporation, and objectives of management are forward-looking statements. These statements are subject to risks and uncertainties (some of which are beyond our control) and are based on information currently available to our management. Words such as "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "contemplates," "predict," "project," "target," "likely," "potential," "continue," "ongoing," "will," "would," "should," "could," or the negative of these terms and similar expressions or words, identify forward-looking statements. The events and circumstances reflected in our forward-looking statements may not occur and actual results could differ materially from those projected in our forward-looking statements. Such forward-looking statements are based on current expectations and involve inherent risks and uncertainties, including risks and uncertainties that could delay, divert or change these expectations, and could cause actual results to differ materially from those projected in these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described under Part I, Item 1A: "Risk Factors." Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements.

This report contains market data and industry forecasts that were obtained from industry publications. These data involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. We have not independently verified any third-party information. While we believe the market position, market opportunity and market size information included in this report is generally reliable, such information is inherently imprecise and subject to change.

All written and oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. We caution investors not to rely on the forward-looking statements we make or that are made on our behalf as predictions of future events. We undertake no obligation and specifically decline any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

We encourage you to read the management's discussion and analysis of our financial condition and results of operations and our consolidated financial statements contained in this Annual Report on Form 10-K. There can be no assurance that we will in fact achieve the actual results or developments we anticipate or, even if we do substantially realize them, that they will have the expected consequences to, or effects on, us. Therefore, we can give no assurances that we will achieve the outcomes stated in those forward-looking statements, projections and estimates.

FREQUENTLY USED TERMS

Unless the context otherwise requires, "we," "us," "our" and the "Company" refer to TMTG. All references herein to the "Board" refer to the board of directors of TMTG. References to "DWAC" or "Digital World" refer to our predecessor company prior to the consummation of the Initial Business Combination.

In this document:

"Annual Report" means this Annual Report on Form 10-K of Trump Media & Technology Group Corp. for the year ended December 31, 2025.

"Articles" means the Articles of Incorporation of the Company.

"Board" or "TMTG Board" means the board of directors of TMTG.

"Bylaws" means the Bylaws of the Company.

"Closing" means the closing of the Initial Business Combination.

"Code" means the Internal Revenue Code, as amended.

"Company" "TMTG" "we" "our" or "us" means Trump Media & Technology Group Corp.

"Company common stock" or "TMTG common stock" or "common stock" means the common stock, par value \$0.0001 per share, of the Company following the Initial Business Combination.

"Digital World" or "DWAC" means Digital World Acquisition Corp., a Delaware corporation, TMTG's predecessor prior to the Initial Business Combination, which was renamed to "Trump Media & Technology Group Corp." upon consummation of the Initial Business Combination.

"Digital World Class A common stock" means the shares of Class A common stock of Digital World, par value \$0.0001 per share.

"Digital World Class B common stock" means the shares of Class B common stock of Digital World, par value \$0.0001 per share, including the Founder Shares.

"Digital World common stock" means any of the Digital World Class A common stock or Digital World Class B common stock.

"DWAC Effective Time" means the effective time of the Closing, as determined in accordance with the DWAC Merger Agreement.

"DWAC Merger Agreement" means the Agreement and Plan of Merger, dated October 20, 2021, as amended, by and among Digital World, Merger Sub, Private TMTG, ARC Global Investments II, LLC (which has been replaced and succeeded by RejuveTotal LLC, a New Mexico limited liability company effective as of March 14, 2024) in the capacity as the representative of the stockholders of Digital World, and Private TMTG's General Counsel in the capacity as the representative of the stockholders of Private TMTG.

"Earmout Period" means the three (3)-year period following March 25, 2024 to determine the contingent right to Earmout Shares.

"Earmout Shares" means the additional 40,000,000 shares of Company common stock that were issued by the Company based on a contingent right based on the price performance of Company common stock during the Earmout Period. The Earmout Shares were to be earned and payable during the Earmout Period as follows: (i) if the dollar volume-weighted average price ("VWAP") of TMTG's shares of common stock equals or exceeds \$12.50 per share for any 20 trading days within any 30 trading day period, TMTG will issue to certain holders an aggregate of 15,000,000 Earmout Shares; if the VWAP of TMTG common stock equals or exceeds \$15.00 per share for any 20 trading days within any 30 trading day period, TMTG will issue to certain holders an aggregate of 15,000,000 Earmout Shares; and if the VWAP of TMTG shares of common stock equals or exceeds \$17.50 per share for any 20 trading days within any 30 trading day period, TMTG will issue to certain holders an aggregate of 10,000,000 Earmout Shares. As of April 26, 2024, the Earmout Shares had been earned and issued, and President Donald J. Trump received 36,000,000 Earmout Shares.

"Equity Incentive Plan" means the Digital World Acquisition Corp. 2024 Equity Incentive Plan, as amended and restated and as such may be amended, supplemented or modified from time to time, which was adopted by the Board and approved by TMTG's stockholders at the 2025 annual meeting and became effective as of April 30, 2025.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"FASB" means the Financial Accounting Standards Board.

"Founder Shares" means the shares of Digital World Class B common stock initially purchased by ARC Global Investments II, LLC in the Private Placement.

"Initial Business Combination" means the merger and related transactions between Private TMTG and Digital World Acquisition Corp. that were consummated on March 25, 2024, and resulted in Digital World being renamed to "Trump Media & Technology Group Corp."

"Management" or "Management Team" means the Company's executive officers and directors.

"Merger Consideration" means the aggregate merger consideration paid to TMTG securityholders (other than holders of TMTG Convertible Notes) as of immediately prior to the DWAC Effective Time in an amount equal to \$875,000,000.

"Merger Sub" means DWAC Merger Sub Inc., a Delaware corporation that, until the Closing, was a wholly owned subsidiary of Digital World.

"Nasdaq" means Nasdaq Global Market.

"Odyssey" means Odyssey Transfer and Trust Company, our transfer agent, warrant agent, and escrow agent.

"PCAOB" means the Public Company Accounting Oversight Board (United States).

"Placement Units" means 1,133,484 units issued to ARC Global Investments II, LLC in the Private Placement (including the additional units purchased after the Digital World IPO in connection with underwriters' exercise of the over-allotment option to purchase additional securities). Each Placement Unit consisted of one Placement Share and one-half of one Placement Warrant.

"Placement Warrants" means the warrants included within the Placement Units purchased by ARC Global Investments II, LLC in the Private Placement. Each Placement Warrant entitles the holder thereof to purchase one share of TMTG common stock for \$11.50 per share.

"Private Placement" means the private placement consummated simultaneously with the Digital World IPO in which Digital World issued to ARC Global Investments II, LLC the Placement Units.

"Private TMTG" means the pre-Initial Business Combination TMTG entity.

"Public Units" means units issued in the Digital World IPO, consisting of one Public Share and one-half of one Public Warrant.

"Public Warrants" means warrants underlying the Public Units issued in Digital World's initial public offering. Each whole Public Warrant entitles the holder thereof to purchase one share of TMTG common stock for \$11.50 per share.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"SEPA" means the Standby Equity Purchase Agreement, dated July 3, 2024, between the Company and YA II PN, LTD.

"TAE" means TAE Technologies, Inc., a Delaware corporation.

"TAE Merger" means the merger by and among TMTG, TAE and T Media Sub, Inc. pursuant to which, upon the terms and subject to the conditions set forth therein, T Media Sub, Inc. will merge with and into TAE, with TAE surviving the TAE Merger as a wholly owned subsidiary of TMTG.

"TAE Merger Agreement" means the Agreement and Plan of Merger, dated December 18, 2025, by and among TMTG, TAE and T Media Sub, pursuant to which, upon the terms and subject to the conditions set forth therein, T Media Sub will merge with and into TAE, with TAE surviving the TAE Merger as a wholly owned subsidiary of TMTG.

"TMTG" means Trump Media & Technology Group Corp., a Delaware corporation, formerly known as Digital World Acquisition Corp. References in this Annual Report on Form 10-K to TMTG include its subsidiaries to the extent reasonably applicable.

"TMTG Convertible Notes" means the series of convertible promissory notes in the aggregate principal amount of up to \$60,000,000 issued by Private TMTG pursuant to those certain note purchase agreements, by and among Private TMTG and the holders party thereto including any additional convertible promissory notes of like tenor entered into after the date of the DWAC Merger Agreement.

"TMTG stockholders" means, collectively, the holders of TMTG common stock, each a "TMTG stockholder" (other than, and to the extent that, such TMTG common stock was received as a result of the conversion of the TMTG Convertible Notes).

"TMTG Sub" means, with respect to the period following the closing of the Initial Business Combination, TMTG Sub Inc., a Delaware corporation and the surviving corporation of the Merger between Merger Sub and Private TMTG.

"Treasury" means the U.S. Department of Treasury.

"U.S. GAAP" means generally accepted accounting principles in the United States.

"Warrant Agreement" means the warrant agreement, dated September 2, 2021, as amended, by and between the Company and Continental Stock Transfer & Trust Company, as succeeded by Odyssey, as warrant agent.

"WCT" means WorldConnect Technologies, L.L.C.

PART I

Item 1. Business

Unless the context otherwise requires, throughout this Annual Report on Form 10-K, the words "TMTG," "we," "us," "our" or the "Company" refer to Trump Media & Technology Group Corp. and its subsidiaries (as applicable). The mission of TMTG is to end Big Tech's assault on free speech by opening up the Internet and giving people their voices back. TMTG operates Truth Social, a social media platform established as a safe harbor for free expression amid increasingly harsh censorship by Big Tech corporations, as well as Truth+, a TV streaming platform focusing on family-friendly live TV channels and on-demand content. TMTG has also launched Truth.Fi, a financial services and FinTech brand incorporating America First investment vehicles and a digital asset strategy—including a bitcoin treasury—to help ensure our financial freedom and protect against discrimination by financial institutions.

Overview

As further detailed in this Annual Report, TMTG ended 2025 with approximately \$2,473.2 million of cash, cash equivalents, restricted cash, short-term investments, equity securities, convertible note receivable, interest receivable, digital assets, and digital assets pledged, as well as approximately \$947.1 million of debt (excluding lease liabilities). Our \$31.3 million of restricted cash serves as collateral to our debt, which may be used to purchase bitcoin and bitcoin related securities, and our unexpired cash-covered put options.

Truth Social

TMTG started from scratch intending to open up the Internet and give the American people their voices back. At the time, with no accountability, unknown censors were squelching social media posts that contradicted the consensus of the corporate media—which, as always, was dutifully acting as a robotic mouthpiece for leftwing disinformation. This had already been going on, through shadow bans and other less overt forms of on-line policing, for some time. But Big Tech eventually lost all restraint, ruthlessly banning dissidents' accounts for expressing any thought that fell within a rapidly expanding set of unauthorized and unutterable viewpoints. The victims, of course, included the then-sitting President of the United States, Donald Trump.

TMTG thus developed and launched the Truth Social platform, restoring free speech to millions of Americans who had been suffocated by Big Tech. Anchored by Donald Trump's restored social media account, Truth Social was stood up as we'd envisioned it—a free-speech haven where everyone, regardless of their political viewpoint, could speak their mind without some faceless tech bureaucrat judging the acceptability of their speech.

Truth Social was generally made available in the first quarter of 2022. TMTG prides itself on operating its platform, to the best of its ability, without relying on Big Tech companies. Partnering with mission-aligned technology firms, we fully launched Truth Social for iOS in April 2022. We debuted the Truth Social web application in May 2022, and the Truth Social Android App became available in the Samsung Galaxy and Google Play stores in October 2022. In July 2025, TMTG announced the launch of a Truth Social app for iPads.

We introduced direct messaging to all versions of Truth Social in 2022, released a "Groups" feature for users in May 2023, and announced the general availability of Truth Social internationally in June 2023. In March 2025, TMTG announced updates and enhancements to the "Groups" feature. TMTG has also connected the Truth Social platform to its Truth+ streaming service, and added additional features including "for you" feed, a "discover" tab to find trending content, and a carousel to recommend other accounts. In August 2025, TMTG announced that it had begun beta testing its new AI search feature, Truth Search AI, on the Truth Social platform.

In September 2025, TMTG announced a major update to the Truth Social app, introducing premium features for Patriot Package subscribers—including editing, scheduling, and cross-device drafts of truths—as well as a new rewards system using Truth gems and Crypto.com's wallet infrastructure. The update also enhanced Truth Search AI with conversation history, added group truth titles, and enabled access to version history for all users.

To foster a flourishing digital public forum, TMTG seeks to prevent illegal and other prohibited content from contaminating its platform. In accordance with Truth Social's terms of service, illegal and prohibited content includes, but is not limited to a) sexual content or language; b) content that includes sexual activity, sexual intercourse or any type of sexual act; c) any content that portrays or suggest explicit sexual acts or sexually suggestive positions or poses; d) sexually suggestive (explicit or vague) statements, texts or phrases; or e) content in which sexual acts are requested or offered, including pomography, prostitution, sugar babies, sex trafficking or sexual fetishes. Using human moderators and an artificial intelligence vendor known as HIVE, Truth Social has developed what TMTG believes is a robust, fair, and viewpoint-neutral moderation system and that our moderation practices are consistent with, and indeed help facilitate, TMTG's objective of maintaining "a public, real-time platform where any user can create content, follow other users, and engage in an open and honest global conversation without fear of being censored or cancelled due to their political viewpoints."

Truth+

Social media users were not the only casualties of the woke crackdown on free speech—dissident TV programming and news broadcasts were being suppressed by entertainment conglomerates and cable providers. Thus, after reopening the Internet to free speech, TMTG decided to create a TV streaming service to give Americans an alternative to woke Hollywood entertainment and biased news broadcasts, and to provide a safe home for content and newscasters that had been cancelled, were at risk of cancellation, or were being kept off the air for having the wrong perspectives.

On April 16, 2024, TMTG announced that, after nine months of testing on its Web and iOS platforms, the Company had completed the research and development phase of a new live TV streaming platform and expects to begin scaling up its own content delivery network ("CDN") branded as Truth+.

We announced plans to roll out its streaming content in three phases:

Phase 1: Introduce Truth Social's CDN for streaming live TV to the Truth Social app for Android, iOS, and Web. On August 7, 2024, TMTG announced that TV streaming via Truth Social had become available via all three modalities.

Phase 2: Release stand-alone Truth Social over-the-top streaming apps for phones, tablets, and other devices. As of October 21, 2024, TMTG had announced that Truth+ streaming had been released as a standalone product on Android, iOS, and Web.

Phase 3: Release Truth Social streaming apps for connected TVs. As of October 23, 2024, Truth+ streaming was available on Apple TV, Android TV, and Amazon Fire TV. On March 19, 2025 and May 22, 2025, respectively, TMTG announced the release of Truth+ streaming and on-demand content via Roku.

On April 9, 2025, TMTG announced that the Truth+ mobile and streaming TV applications had been made available in Canada and Mexico, as well as the United States. On July 7, 2025, TMTG announced the successful launch of global streaming.

Since the initial launch of Truth+, TMTG has steadily added both on-demand content and live 24-hour news streams. TMTG is actively developing various means of monetizing the Truth+ platform, including through advertising. On July 9, 2025, TMTG announced the public beta testing of a subscription plan with premium content, the Patriot Package—and that, in the future, Patriot Package subscribers will accumulate Truth gens, which will eventually be tied to a utility token on both Truth Social and Truth+. On August 7, 2025, TMTG announced that Truth+ launched a slate of on-demand content from the Great American Media broadcaster—home to a wide array of programming and brands, spanning faith, comedies, dramas, classic series, lifestyle content, and more, and on August 7, 2025, TMTG announced that Truth+ has added British news broadcaster GB News to the Truth+ platform.

Truth.Fi

Truth.Fi is TMTG's newest brand, incorporating financial services and financial technology. By expanding into this realm, we aim to serve millions of investors in America and around the world who believe in the greatness of the American economy and want to invest in superior companies while avoiding the giant, woke investment funds and politically motivated debanking problems.

On January 29, 2025, TMTG announced a financial technology strategy. In addition to traditional investment vehicles, these funds may be allocated to customized separately managed accounts ("SMAs"); customized exchange-traded funds and/or exchange-traded products (collectively, "ETFs"); and bitcoin and similar cryptocurrencies or crypto-related securities. On April 15, 2025, TMTG and its partners announced the launch of SMAs. On April 22, 2025, TMTG and its partners announced an agreement to launch a series of ETFs, which are expected to comprise securities as well as digital assets. On December 30, 2025, TMTG announced the launch of five ETFs on the New York Stock Exchange: Truth Social American Security & Defense ETF (TSSD), Truth Social American Next Frontiers ETF (TSFN), Truth Social American Icons ETF (TSIC), Truth Social American Energy Security ETF (TSES), and the Truth Social American Red State REITs ETF (TSRS).

Bitcoin and Digital Asset Strategy

TMTG has implemented a bitcoin and digital asset treasury strategy to help ensure the Company's financial freedom and protect against discrimination by financial institutions, and may also consider the acquisition of other, similar cryptocurrencies.

TMTG's bitcoin and digital asset strategy generally involves, from time to time and subject to market conditions, (i) issuing debt or equity securities or engaging in other capital raising transactions and (ii) using the proceeds of such capital raises to acquire bitcoin. TMTG's bitcoin and digital asset strategy may also include purchasing bitcoin-related securities or, given certain market conditions, selling bitcoin and investing such proceeds in assets including cash, cash equivalents, other interest bearing investments, or other digital assets.

On May 30, 2025, TMTG announced that it had closed a private placement offering with approximately 50 investors, previously announced on May 27, 2025, consisting of (i) the sale of the Company's common stock, for gross proceeds of approximately \$1.44 billion and (ii) 0.00% convertible senior secured notes due 2028 in the principal amount of \$1.00 billion, for an aggregate purchase price of approximately \$2.44 billion. On June 13, 2025, TMTG announced the effectiveness of a resale registrations statement in connection with such offering.

On August 25, 2025, TMTG entered into a privately negotiated purchase agreement (the "Purchase Agreement") with Foris Holdings US, Inc. ("Foris"). Pursuant to the Purchase Agreement, TMTG transferred to Foris 2,797,985 shares of our common stock and \$50,000.0 of cash, in exchange for 684,427,004 Cronos, which is the native cryptocurrency of the Cronos blockchain.

TMTG will acquire its bitcoin, bitcoin-related holdings, and digital assets in the amounts and on the timeline it deems optimal. TMTG will continue to monitor market conditions in implementing its strategy and determining whether to engage in future financings to purchase additional bitcoin and digital assets.

Trump Media Group CRO Strategy

On August 26, 2025, TMTG announced that it entered into a definitive agreement (as amended by Amendment No. 1 to the Business Combination Agreement, dated October 31, 2025, the "Business Combination Agreement") for a business combination (the "Business Combination") to establish Trump Media Group CRO Strategy, Inc. ("Trump Media Group CRO Strategy"), a digital asset treasury company focused on acquisition of the native cryptocurrency token of the Cronos ecosystem with Yorkville Acquisition Corp., a special purpose acquisition company (the "SPAC") sponsored by Yorkville Acquisition Sponsor LLC ("Yorkville").

Expected funding for the digital asset treasury will consist of \$1 billion in Cronos (6,313,000,212 Cronos, representing approximately 19% of the total Cronos market cap as of announcement) from Crypto.com, \$200 million in cash and \$220 million cash-in mandatory exercise warrants, with an additional \$5 billion equity line of credit from an affiliate of Yorkville, YA II PN, Ltd. ("YA"), which would make it the first and largest publicly traded Cronos treasury company, as well as what we believe to be the largest digital asset treasury company in history relative to the market cap of the underlying digital asset.

Following the completion of the Business Combination, Trump Media Group CRO Strategy will implement a forward-looking digital asset treasury strategy centered on the accumulation and active management of Cronos. This approach is designed to capture long-term value by allocating substantially all of the Company's cash reserves to acquiring Cronos. By focusing on yield-generating, ecosystem-aligned assets rather than traditional non-productive holdings, Trump Media Group CRO Strategy aims to enhance capital efficiency, establish itself as a disciplined, long-term participant in the evolving digital asset landscape and benefit from early-stage market positioning in a growing asset. The strategy includes the establishment and operation of a validator node by the Company and the delegation of Cronos under management to the validator. The operation of the validator will enable direct participation in the network's security and governance, while generating native staking rewards that are reinvested to compound Cronos holdings over time and help offset operational expenses. The validator will be established and maintained by a crypto-native team with a deep understanding of the Cronos ecosystem, aiming to maximize staking rewards and attracting additional delegation of Cronos from third-party Cronos holders.

Pursuant to and concurrently with the execution and delivery of the Business Combination Agreement, TMTG entered into an asset contribution agreement with the SPAC (the "TMTG Contribution Agreement") and, together with the Crypto.com Contribution Agreements (as defined in the Business Combination Agreement) and the TMTG License Agreement (defined below), the "Contribution Agreements") pursuant to which, at the Closing, TMTG will contribute 100% of the issued and outstanding membership interests of Trump Media Group, LLC, a Florida limited liability company, to the SPAC in consideration of 10,000,000 shares of Class A common stock, par value \$0.0001, of the SPAC (the "SPAC Class A Common Stock"), Earnout Warrants (as defined in the Business Combination Agreement) exercisable for up to 21% of the SPAC's outstanding capital stock at the time of the closing of the Business Combination, and a Forced Exercise Warrant (as defined in the Business Combination Agreement), exercisable for 10,000,000 shares of Class A common stock.

In connection with the Business Combination Agreement, TMTG will enter into a lock-up agreement with the other parties (the "Lock-Up Agreement"). Pursuant to the terms of the Lock-Up Agreement, TMTG will be restricted in their ability to dispose of their ownership in Trump Media Group CRO Strategy, Inc. during the 36-month period beginning on the Closing Date.

TAE Technologies Merger

On December 18, 2025, TMTG entered into the TAE Merger Agreement with TAE and T Media Sub, pursuant to which, the TAE Merger will occur. On December 17, 2025, our Board adopted and approved the TAE Merger Agreement at a special meeting held for that purpose.

Under the terms of the TAE Merger Agreement, prior to the TAE Merger Effective Time, all outstanding shares of preferred stock of TAE (the "TAE Preferred Stock") will be converted to shares of common stock, par value \$0.01 per share, of TAE ("TAE Common Stock") at the then-effective conversion rate pursuant to TAE's certificate of incorporation (the "Conversion").

At the TAE Merger Effective Time, each share of TAE Common Stock issued and outstanding immediately prior to the TAE Merger Effective Time (including those shares of TAE Common Stock converted from TAE Preferred Stock in the Conversion, but excluding those shares held by TMTG, T Media Sub or TAE) will be converted into the right to receive shares of TMTG common stock in an amount equal to the quotient of (i) TMTG's fully diluted equity shares (as described in the TAE Merger Agreement) divided by (ii) TAE's fully diluted equity shares (as described in the TAE Merger Agreement).

Upon consummation of the TAE Merger, TMTG expects that its pre-TAE Merger shareholders will own approximately 50% of the combined company and pre-TAE Merger shareholders of TAE will own approximately 50% of the combined company, in each case on a fully diluted equity basis.

The consummation of the TAE Merger is subject to the satisfaction or waiver of certain closing conditions, including, among others, (i) the adoption of the TAE Merger Agreement by holders of (A) a majority of the outstanding shares of TAE Preferred Stock, voting as a single class on an as-converted basis and (B) a majority of the outstanding shares of TAE Common Stock and TAE Preferred Stock (on an as-converted basis), voting together as a single class, (ii) the approval by TMTG stockholders of an amendment to the Articles (the "TMTG Charter Amendment"), (iii) the approval by TMTG stockholders of the issuance of TMTG common stock in connection with the TAE Merger (the "Stock Issuance"), (iv) the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated, (v) there being no law, injunction or order by a governmental body prohibiting the consummation of the TAE Merger, the Stock Issuance or the TMTG Charter Amendment, (vi) the TMTG shares to be issued in connection with the Stock Issuance having been approved for listing on Nasdaq and the NYSE Texas, (vii) the registration statement on Form S-4, to be filed with the SEC by TMTG in connection with the Stock Issuance, having been declared effective by the SEC, (ix) subject to specified materiality standards, the accuracy of the representations and warranties of each party, and (x) compliance by each party in all material respects with their respective covenants. Additionally, the obligation of TAE to consummate the TAE Merger is further conditioned upon the receipt of a customary tax opinion of counsel that the Conversion and the TAE Merger will qualify as one or more "reorganizations" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended. The waiting period applicable to the TAE Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, expired on February 19, 2026.

Company Growth Strategy

As TMTG seeks to create a fully integrated media and technology company, it is pursuing these growth strategies:

Grow Truth Social. TMTG believes that growth in Truth Social's user base will drive more unique content, which in turn will drive the viral, organic promotion of content on Truth Social, thereby attracting more platform partners and advertisers. TMTG also plans to grow Truth Social through the addition and refinement of user-friendly features — including the integration of video — and continued global expansion. As Truth Social attracts more users, the value proposition for advertisers increases, thereby incentivizing advertisers to develop unique and compelling content for the platform.

Increase Product Offerings and Services. Organically and/or in partnership with third parties, TMTG intends to continue developing additional cutting-edge products and/or services, including Truth+ and Truth.Fi, to complement the Truth Social platform and expand the Truth ecosystem.

Pursue Strategic Acquisitions and/or Partnerships. With cancel culture having swept through corporate America, businesses have faced increasing pressure to silence or disavow certain customers and/or have often taken controversial stands on political issues that alienated many consumers. Concurrently, an increasing number of entrepreneurs are catering to conservatives across various industries. TMTG will continue to explore opportunities to partner, merge with and/or acquire other participants in this growing America First Economy that would benefit from TMTG's technology and branding—and that are able to function effectively if TMTG evolves into a holding company with numerous, largely autonomous subsidiaries in a variety of industries.

Company Products and Services

See above regarding Truth Social, Truth+, and Truth.Fi.

Description of Business

The mission of TMTG is to end Big Tech's assault on free speech by opening up the Internet and giving people their voices back. TMTG operates Truth Social, a social media platform established as a safe harbor for free expression amid increasingly harsh censorship by Big Tech corporations, as well as Truth+, a streaming platform focusing on family-friendly live TV channels and on-demand content. TMTG is also launching Truth.Fi, a financial services and FinTech brand incorporating America First investment vehicles, and a digital asset strategy—including a bitcoin treasury—to help ensure the Company's financial freedom and protect against discrimination by financial institutions.

Competition

The industries in which TMTG operates or plans to operate—social media, streaming video, and financial products—are all highly competitive. TMTG aims to successfully compete with other platforms and service providers by offering high-quality products, maintaining a steadfast commitment to free speech, and leveraging its unique brand.

Mergers and Acquisitions

Business Combination

On October 20, 2021, Digital World Acquisition Corp. (now known as Trump Media & Technology Group Corp.) (prior to the closing of the Initial Business Combination, "Digital World"), DWAC Merger Sub Inc. ("Merger Sub"), Private TMTG, ARC Global Investments II, LLC (which was replaced and succeeded by RejuveTotal LLC, a New Mexico limited liability company, effective as of March 14, 2024), in the capacity as the representative of the stockholders of Digital World, and Private TMTG's General Counsel in his capacity as the representative of the stockholders of Private TMTG, entered into an Agreement and Plan of Merger (as amended, the "DWAC Merger Agreement"), pursuant to which, among other transactions, Merger Sub merged with and into Private TMTG, with Private TMTG continuing as the surviving corporation and as a wholly owned subsidiary of TMTG (the "Merger" and, together with the other transactions contemplated by the DWAC Merger Agreement, the "Initial Business Combination"). On March 25, 2024 (the "Closing Date"), the Initial Business Combination was consummated (the "Closing").

In connection with the Initial Business Combination, all shares of Private TMTG common stock issued and outstanding immediately prior to the effective time of the Closing (the "DWAC Effective Time") (other than those properly exercising any applicable dissenters' rights under Delaware law) were exchanged for the Merger Consideration (as defined in the DWAC Merger Agreement) (or, as applicable, the separate and additional consideration received by former holders of Private TMTG Convertible Notes issued by Private TMTG). Each Private TMTG Convertible Note that was outstanding immediately prior to the Closing was automatically converted immediately prior to the DWAC Effective Time into a number of shares of Private TMTG common stock, in accordance with each such Private TMTG Convertible Note as set forth therein. At the Closing, Digital World Acquisition Corp. changed its name to "Trump Media & Technology Group Corp." and Private TMTG changed its name to "TMTG Sub Inc."

Notwithstanding the legal form of the Merger pursuant to the DWAC Merger Agreement, the Merger was accounted for as a reverse recapitalization in accordance with U.S. GAAP because Private TMTG was determined to be the accounting acquirer under ASC 805. The determination was primarily based on the evaluation of the following facts and circumstances taking into consideration:

- The pre-combination equity holders of Private TMTG hold the majority of voting rights in TMTG;
- The pre-combination equity holders of Private TMTG have the right to appoint the majority of the directors on TMTG's Board;
- Private TMTG senior management (executives) are the senior management (executives) of TMTG; and
- Operations of Private TMTG comprise the ongoing operations of TMTG.

Under the reverse recapitalization model, the Merger is treated as Private TMTG issuing equity for the net assets of Digital World, with no goodwill or intangible assets recorded.

As of the Closing, (i) President Donald J. Trump beneficially held approximately 57.6% of the outstanding shares of TMTG common stock and (ii) the public stockholders of TMTG held approximately 21.9% of the outstanding shares of TMTG common stock. As of the date of this Annual Report, Donald J. Trump Revocable Trust dated April 7, 2014 (the "Trust"), of which President Donald J. Trump is the sole beneficiary, beneficially owns approximately 41.1% of the voting power of the outstanding TMTG common stock, including 36,000,000 Earnout Shares (as defined in the DWAC Merger Agreement). President Trump's entitlement to the Earnout Shares was officially determined by TMTG on April 26, 2024 in accordance with the DWAC Merger Agreement, after which President Trump was issued the Earnout Shares.

WorldConnect Technologies

On July 3, 2024, TMTG, WorldConnect Technologies, LLC ("WCT"), WorldConnect IPTV Solutions, LLC ("Solutions") and JedTec, LLC ("JedTec") entered into an asset acquisition agreement (the "Asset Acquisition Agreement"), pursuant to which TMTG agreed to acquire substantially all of the assets of WCT or its affiliate, which mainly included certain agreements, including an option agreement (the "Option Agreement"), dated February 5, 2024, by and between WCT, Perception Group, Inc., Perception TVCDN Ltd., and FORA, FORUM RAČUNALNIŠTVA, d.o.o., as amended (each of the parties thereto other than WCT, collectively, "Perception"), as well as ancillary agreements related to the source code purchase (the "Source Code Purchase Agreement") and support and maintenance (the "Support and Maintenance Agreement", together with the Source Code Purchase Agreement, the "CDN Agreements"). The transaction closed on August 9, 2024, the date which was two business days after the Company implemented the Perception Software and Network (as defined below) with all back-end API services having become generally available on iOS, Google/Android, and web media services and with streaming enabled from at least one data-center (the "Closing Date").

Pursuant to the Option Agreement, on the Closing Date, WCT assigned to the Company the CDN Agreements, which are expected to be used for the roll out of the CDN technology for the Truth platform (the updated version of the Company's Truth Social web and mobile application with streaming enabled using intellectual property obtained from Perception, the "Perception Software and Network"). In addition, Perception and its affiliates agreed not to use or permit other parties to use the Source Code (as defined below) until August 9, 2029 for any purpose that competes, in the United States, with the Truth platform or commercialization of such Source Code in the United States. In addition, the Option Agreement grants the (i) option to purchase Perception, subject to a future negotiation of the price and terms of such acquisition and (ii) right of first refusal to purchase Perception in the event of a bona fide written offer from an unaffiliated third party to purchase more than 50% of the assets of Perception. The Company does not have any current intention to exercise those rights.

Pursuant to the Asset Acquisition Agreement, on the Closing Date, the Company agreed to issue to Solutions and JedTec as consideration up to 5,100,000 shares (the "Shares") of TMTG common stock, 2,600,000 shares of which were issued on the Closing Date and 2,500,000 shares of which were issued upon the satisfaction of certain Milestones (as defined in the Asset Acquisition Agreement). In addition, with respect to all of the Shares, for a period of 12 months after the Closing Date, neither JedTec, Solutions nor their respective affiliates will be permitted to collectively sell an amount of the Shares during any consecutive two trading week period (the "Two Week Sale Period") exceeding the "Set Percentage." For the purposes of this restriction, the "Set Percentage" means a percentage of the average daily trading volume of the common stock during the immediately preceding two consecutive trading weeks as reported on primary exchange on which the common stock is traded (i.e., currently the NASDAQ) (the "Prior Two Week ADTV"). Unsold amounts from a Two Week Sale Period do not carry over to a subsequent Two Week Sale Period. The "Set Percentage" is 3% for the first nine months after the Closing Date and 5% from six to 12 months after the Closing Date. For example, if during the first nine months after the Closing date, a Prior Two Week ADTV is 5,000,000 shares, restricted holders cannot sell more than 150,000 shares during the following Two Week Sale Period. Under the same fact pattern during six to 12 months after the Closing Date, restricted holders could not sell more than 250,000 shares during such Two Week Sale Period.

Concurrently with the execution of the Asset Acquisition Agreement, and as a condition and inducement to the willingness of the Company to enter into it, WCT exercised the Option Agreement and entered into the Source Code Purchase Agreement and the Support and Maintenance Agreement, which agreements were assigned to the Company on the Closing Date. Under the Source Code Purchase Agreement, Perception agreed to sell a copy of the source code of the software related to the CDN technology ("Source Code") and grant the WCT (which grant was assigned under the Asset Acquisition Agreement to the Company) an irrevocable, non-exclusive, worldwide, perpetual right and license to forever retain, copy, reproduce, use, modify, enhance, create modifications and derivative works of, display, distribute, perform, compile, execute, sublicense, and otherwise exploit the Source Code and all resulting compiled software for commercial exploitation. The purchase price of \$17,500,000 is payable by the Company in four installments to be completed by the third anniversary of the execution date of the Source Code Purchase Agreement. Further to supplement the Source Code Purchase Agreement, WCT entered into a Support and Maintenance Agreement, under which Perception is to assist TMTG in commercializing the Source Code to develop, launch, and grow the platform. The acquisition of the Source Code is effective as of the Closing Date. Pursuant to the Asset Acquisition Agreement, TMTG will assume on the Closing Date WCT's rights and obligations under the Source Code Purchase Agreement and the Support and Maintenance Agreement. In connection with the Source Code Agreement, TMTG entered into a source code escrow agreement related to the sale of the Source Code. Pursuant to such agreement, Perception deposited a copy of the Source Code into an escrow account. Subject to certain terms and conditions, immediately after the Closing Date, the escrow agent will hold the Source Code until Perception receives the full purchase price of \$17,500,000 for the Source Code. Upon full payment, the Source Code and any modifications will be released to TMTG.

TMTG entered into a registration rights agreement with Solutions and JedTec on the Closing Date, pursuant to which TMTG agreed to file a registration statement with the SEC to register for resale the Shares within 15 days following the Closing Date upon receiving a demand for registration from WCT. TMTG filed the registration statement on August 23, 2024, and it became effective on September 5, 2024. TMTG will use its reasonable best efforts to cause such registration statement to remain effective until all the Shares covered by such registration statement have been sold.

Intellectual Property

One of the core strengths of TMTG's business is its intellectual property portfolio and unique experience, both of which guide product development activities and TMTG's approach to intellectual property filings.

TMTG's future success and competitive position depend in part upon its ability to obtain and maintain protection of its proprietary technologies. TMTG also relies on a combination of non-disclosure agreements and other contractual provisions, as well as its employees' commitment to confidentiality and loyalty, to protect TMTG's technology and processes. Further, as noted above, TMTGSub has entered into the License Agreement with President Donald J. Trump, and DTTM Operations, LLC, for the right to use the likeness of President Donald J. Trump.

Private TMTG entered into a royalty-free License, Likeness, Exclusivity and Restrictive Covenant Agreement (the "License Agreement") with President Donald J. Trump and DTTM Operations, LLC, an entity that licenses President Donald J. Trump's name and regulates his personal media assets and is beneficially wholly owned by President Donald J. Trump. The License Agreement required Private TMTG to pay \$100 upon the execution of this License Agreement and that such amount constituted full consideration and a fully paid-up royalty covering the entire term of the License Agreement for the licenses granted in the License Agreement. Private TMTG did not, and, as of the date of this Annual Report, TMTGSub has not, paid any other amounts to President Donald J. Trump pursuant to the License Agreement.

The operative version of the License Agreement allows TMTG to use "Trump Media & Technology Group Corp." as its name and to use the name and likeness of President Donald J. Trump, subject to certain limitations. The License Agreement includes a provision that obligates President Donald J. Trump to make any non-political social media post from any of his personal (i.e., non-business) accounts on Truth Social and to refrain from making the same post on another social media site for 6 hours (the "Exclusivity Obligation"). Thereafter, he is free to post on any site to which he has access. Thus, TMTG has limited time to benefit from his posts and followers may not find it compelling to use Truth Social to read his posts that quickly.

In addition, President Trump may make any post that he deems, in his sole discretion, to related to government, politics, or similar topics ("Political Related Posts") on any social media site at any time, regardless of whether that post originates from a personal account. Most or all of Donald J. Trump's posts as President of the United States may be deemed by him to be Political Related Posts. TMTG may lack any meaningful remedy if President Donald J. Trump minimizes his future use of Truth Social and/or broadly construes the definition of Political Related Posts.

President Donald J. Trump may terminate the Exclusivity Obligation upon thirty days prior written notice provided at any time on or after February 2, 2025. From and after termination of the Exclusivity Obligation, President Donald J. Trump must make reasonable, good faith efforts to contemporaneously post on Truth Social any non-political posts that he makes from a personal account to another social media platform. However, that obligation is also subject to the exception for Political Related Posts.

TMTG seeks to protect its intellectual property rights by relying on federal, state, and common law rights in the United States and other countries, as well as contractual restrictions. TMTG will enter into confidentiality and invention assignment agreements with its employees and contractors, and confidentiality agreements with other third parties, in order to limit access to, and disclosure and use of, TMTG's confidential information and proprietary technology. In addition to these contractual arrangements, TMTG also relies on a combination of trademarks filed in the name of T Media Tech LLC, trade dress, domain names, copyrights, trade secrets and patents to help protect its brand and its other intellectual property.

On February 14, 2023, a trademark for "TRUTH SOCIAL" in classes 21 and 25 was registered with U.S. Patent and Trademark Office ("USPTO") by T Media Tech LLC for use with cups, mugs and certain types of clothing. Trademark applications for "Truth Social" in classes 9 and 42; for "TRUTHSOCIAL" in classes 9, 35, 38, 41, 42 and 45; and for "TRUTHPLUS" in classes 9, 35, 38, 41, and 42 are the subject of suspension notices received from USPTO on October 24, 2022; February 14, 2023 and February 17, 2023, respectively, in each case based on alleged similarity to existing registered (and pending) trademarks. In particular, the USPTO has issued non-final rejections of all of the foregoing applications to register marks for use with a social media network or a streaming video service. Although TMTG or an affiliate pursued certain appeal rights, there can be no assurance that TMTG will be able to overcome the objections of the trademark examiner or that the challenged marks will be approved. Several additional trademark applications remain pending, but have not been the subject of final adverse action by USPTO.

TMTG may be unable to obtain patent or trademark protection for its technologies and brands, and any patents or trademarks that may be issued in the future, may not provide TMTG with competitive advantages or distinguish its products and services from those of its competitors. In addition, any patents and trademarks may be contested, circumvented, or found unenforceable or invalid, and TMTG may not be able to prevent third parties from infringing, diluting or otherwise violating them. For example, TMTG is currently challenging an apparent bad faith registrations of the Truth Social trademark in the European Union.

Companies in the internet, technology, and media industries own large numbers of patents, copyrights, trademarks, and trade secrets and frequently enter into litigation based on allegations of infringement, misappropriation, or other violations of intellectual property or other rights. In addition, various "non-practicing entities" that own patents and other intellectual property rights often attempt to aggressively assert their rights in order to extract value from technology companies. TMTG expects to face future allegations that TMTG has infringed or otherwise violated the patents, copyrights, trademarks, trade secrets, and other intellectual property rights of third parties, including its competitors and non-practicing entities. As TMTG faces increasing competition and as its business grows, TMTG will likely face more intellectual property-related claims and litigation matters. For additional information, see the sections titled "*Risk Factors — Risks Related to TMTG's Business — If TMTG's trademarks and other proprietary rights are not adequately protected to prevent use or appropriation by TMTG's competitors, the value of TMTG's brand and other intangible assets may be diminished, and TMTG's business may be adversely affected. The USPTO has issued a non-final rejection of TMTG's affiliate's applications to register the trademarks "Truth Social" and "TRUTHSOCIAL" for use with a social media network because of alleged similarity to other registered and pending trademarks. If TMTG is unable to overcome the objections of the trademark examiner to successfully register the pending "Truth Social" and "TRUTHSOCIAL" trademarks with the USPTO and otherwise protect TMTG's intellectual property, the value of TMTG's brand and other intangible assets may be diminished, TMTG may be forced to rebrand its offerings, and TMTG's business may be adversely affected.*"

Government Regulation

TMTG is subject to a number of U.S. federal and state and foreign laws and regulations that involve matters central to TMTG's business. These laws and regulations may involve privacy, rights of publicity, data protection, content regulation, intellectual property, competition, protection of minors, consumer protection, taxation, or other subjects. Many of these laws and regulations are still evolving and being tested in courts and could be interpreted in ways that could harm TMTG's business and revenue. In addition, the application and interpretation of these laws and regulations often are uncertain, particularly in the new and rapidly evolving industry in which TMTG operates.

TMTG is also subject to federal, state and foreign laws regarding privacy and the protection of user data. For additional information, see the section titled "*Risk Factors — Legal, Regulatory, Compliance, and Governance Risks — TMTG's reputation, competitive advantage, financial position and relationships with its users could be materially harmed if TMTG is unable to comply with complex and evolving data protection and privacy, security, and breach of notification laws and regulations, and the costs and resources required to achieve compliance may have a materially adverse impact.*"

Available Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Exchange Act are filed with the SEC. We are subject to the informational requirements of the Exchange Act and file or furnish reports, proxy statements, and other information with the SEC. Such reports and other information filed by us with the SEC are available free of charge on our website at <https://tmtgcorp.com/> when such reports are available on the SEC's website.

The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at www.sec.gov.

The contents of the websites referred to above are not incorporated into this filing. Further, our references to the URLs for these websites are intended to be inactive textual references only.

Human Capital Resources

As of December 31, 2025, TMTG had approximately 31 full-time employees. None of TMTG's employees are subject to a collective bargaining agreement. TMTG has never experienced a material work stoppage or disruption to its business relating to employee matters. We consider our relationship with our employees to be good.

Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing and integrating our existing and new employees.

Corporate Information

Our executive offices are located at 401 N. Cattlemen Rd., Ste. 200, Sarasota, Florida 34232. Our telephone number is (941) 735-7346. Our website is <https://tmtgcorp.com/>. Information contained on our website or connected thereto does not constitute part of, and is not incorporated by reference into, this Annual Report.

Recent Developments

Trump Media Group CRO Strategy

On August 26, 2025, we announced that we entered into the Business Combination Agreement for a Business Combination to establish Trump Media Group CRO Strategy, a digital asset treasury company focused on acquisition of the native cryptocurrency token of the Cronos ecosystem with the SPAC, sponsored by Yorkville. For additional information regarding the Business Combination, see the section titled "*Business — Overview — Trump Media Group CRO Strategy.*"

Litigation

Litigation with ARC, Patrick Orlando, UAV, Andrew Litinsky, and Wesley Moss in Florida

On February 26, 2024, representatives of ARC Global Investments II, LLC ("ARC") claimed to Digital World that after a "more comprehensive" review, the conversion ratio for Digital World Class B common stock into Digital World Class A common stock upon the completion of the Initial Business Combination was approximately 1.8:1. ARC's new claim also contradicted the previous assertion by Patrick Orlando, the managing member of ARC, that the conversion ratio was 1.68:1. Digital World's board of directors viewed these claims as an attempt by Mr. Orlando to secure personal benefits, breaching his fiduciary duty to Digital World and its shareholders. Digital World and Private TMTG initiated a lawsuit against ARC in the Civil Division for the Twelfth Judicial Circuit Court in Sarasota County, Florida, on February 27, 2024 (Docket No. 2024-CA-001061-NC). The complaint sought a declaratory judgment affirming the appropriate conversion ratio as 1.34:1, as previously disclosed, damages for tortious interference with the contractual and business relationship between Private TMTG and Digital World, and damages for conspiracy with unnamed co-conspirators to interfere with the same. The complaint also sought damages for Mr. Orlando's breach of fiduciary duty, which exposed Digital World to regulatory liability and resulted in an \$18 million penalty, and for his continuous obstruction of Digital World's merger with Private TMTG to extort various concessions that benefited only him and harmed Digital World and its shareholders. Furthermore, the complaint sought damages for the wrongful assertion of dominion over Digital World's assets inconsistent with Digital World's possessory rights over those assets. On March 8, 2024, Digital World voluntarily dismissed its declaratory judgment claim against ARC. On March 17, 2024, Digital World and Private TMTG filed an amended complaint, adding a claim for violation of Florida's Deceptive and Unfair Trade Practices Act. Digital World further alleged breach of fiduciary duty of loyalty, breach of fiduciary duty of care, and conversion claims against Mr. Orlando. With respect to ARC, Digital World alleged aiding and abetting a breach of fiduciary duty. On April 3, 2024, Defendants ARC and Mr. Orlando filed a joint motion to dismiss the amended complaint or, in the alternative, to stay the proceeding pending the Delaware Action (C.A. No. 2024-0184-LWW). Defendants ARC and Mr. Orlando also filed that same day a motion to stay discovery in the action.

On May 29, 2024, Digital World moved to compel discovery from ARC and Mr. Orlando. On July 15, 2024, following a July 10 hearing, the Court entered an order denying the motion to stay discovery and motion to compel. On July 29, 2024, the Court entered an order denying the motion to dismiss or, in the alternative, to stay the proceeding for improper venue. Defendants ARC and Mr. Orlando appealed that order (C.A. No. 2D2024-1780), which the Second District denied on April 30, 2025. On August 2, 2024, Defendants ARC and Mr. Orlando filed a motion to stay pending appeal in the trial court. On July 31, 2024, Digital World and Private TMTG filed a motion for leave to file a second amended complaint, which proposed to add allegations against ARC and Mr. Orlando related to pre-targeting and other misconduct as set forth in the SEC Complaint against Mr. Orlando, and naming UAV, Andrew Litinsky, and Wesley Moss as additional defendants. On August 15, 2024, Digital World and Private TMTG filed a motion for temporary injunction seeking to enjoin the threatened sale of Digital World stock by Defendant ARC and one of the new defendants proposed to be added through the motion for leave to file a second amended complaint. On August 28, 2024, Digital World and Private TMTG filed a renewed motion to compel, seeking prior productions to the SEC and DOJ and other documents from Defendants ARC and Mr. Orlando. On August 30, 2024, the trial court held a hearing to address several motions. During the hearing, the Court granted Digital World and Private TMTG's motion for leave to amend and denied their motion for temporary injunction. The trial court also denied the motion to stay pending appeal filed by Defendants ARC and Mr. Orlando. On September 3, 2024, Digital World and Private TMTG filed the Second Amended Complaint. On September 4, 2024, Digital World and Private TMTG filed an expedited motion to compel, seeking production of ARC's capitalization table, supporting documents, and an order requiring ARC to cooperate with Digital World and Private TMTG in advance of the expiration of the lock-up restriction. On September 5, 2024, Defendants ARC and Mr. Orlando filed a motion to stay pending appeal in the Second District Court of Appeal, which the Second District denied on October 18, 2024 (C.A. No. 2D2024-1780). On September 12, 2024, the Court granted in part and denied in part the expedited motion to compel, ordering production of the capitalization table and supporting documents by September 13, 2024, at 12 p.m. On that same day, Defendants ARC and Mr. Orlando filed a notice of removal in the Middle District of Florida (C.A. No. 8:24-cv-02161). On September 13, 2024, Digital World and Private TMTG filed an emergency motion to remand to state court in the Middle District of Florida, which the Middle District granted on September 17, 2024. On September 18, 2024, Digital World and Private TMTG filed an emergency motion for temporary injunction and contempt against ARC and Mr. Orlando in the state court action. On that same day, the Court held a hearing during which it granted Digital World and Private TMTG's motion for contempt, imposed a coercive sanction against ARC and Mr. Orlando of \$5,000 per day until they complied with the Court's September 12 discovery order, and denied their motion for temporary injunction. Defendants ARC and Mr. Orlando have filed an appeal of that order, which the Court denied on June 13, 2025 and issued a mandate regarding the denial on July 8, 2025 (C.A. No. 2D2024-2364).

On September 20, 2024, ARC filed its answer, defenses, and affirmative defenses to the Second Amended Complaint. On October 1, 2024, Digital World and Private TMTG filed a motion for an order to show cause why ARC and Mr. Orlando should not be held in further contempt and subject to increased sanctions for their failure to comply with the Court's September 18 contempt order. On October 3, 2024, Mr. Orlando filed an amended motion to dismiss the Second Amended Complaint or, alternatively, to stay the action. On October 15, 2024, ARC filed an amended answer, defenses, and affirmative defenses to the Second Amended Complaint, counterclaim, and third-party complaint, naming 9 additional defendants: Luis Orleans-Braganza, Lee Jacobson, Bruce J. Garelick, Justin Shaner, Eric Swider, Rodrigo Véloso, Ed Preble, Frank Andrews, and Jeffrey Smith. On October 21, 2024, UAV, Mr. Moss, and Mr. Litinsky jointly filed 3 motions: a motion to dismiss the Second Amended Complaint for failure to state a cause of action, motion to stay pending resolution of the Delaware Action, and motion to dismiss for improper venue. On November 1, 2024, Digital World and Private TMTG filed a supplemental brief in support of the October motion for order to show cause and a fee petition to recover attorneys' fees pursuant to the September 18 contempt order.

On November 18, 2024, the Court granted in part the October motion for order to show cause, ordering, *inter alia*, the appointment of a third-party vendor to re-collect all devices and files from ARC and Mr. Orlando and run search terms and a sanction against ARC and Mr. Orlando of \$5,000 per day from September 18 to November 8, 2024. Defendants ARC and Mr. Orlando filed a motion for leave to amend their petition to appeal the September 18 order to include an appeal of the November 18 order, which the Court denied on February 5, 2025 (C.A. No. 2D2024-2364).

On January 22, 2025, the Court held a hearing during which it heard the motion to stay pending resolution of the Delaware Action and scheduled an omnibus hearing to hear outstanding motions on March 7, 2025. At the January 22, 2025 hearing, the Court entered a temporary administrative stay of discovery as to Mr. Litinsky, Mr. Moss, and UAV pending its resolution of their motion to stay. On February 10, 2025, Mr. Orlando and ARC filed an appeal of the Court's November 18 order, which the Second District denied on April 24, 2025 (C.A. No. 2D2025-0314).

On February 19, 2025, the Court denied the October 3 motion to stay filed by Mr. Orlando and the October 21 motion to stay filed by UAV, Mr. Moss, and Mr. Litinsky, finding that this action and the Delaware Action do not "involve substantially similar issues."

On March 7, 2025, the Court held an omnibus hearing to address outstanding motions. Following the March 7 hearing, the Court entered several orders. It denied the motions to dismiss for improper venue filed by Mr. Orlando on October 3 and UAV, Mr. Moss, and Mr. Litinsky on October 21. The Court also denied the motions to dismiss for failure to state a claim filed by Mr. Orlando on October 3 and UAV, Mr. Moss, and Mr. Litinsky on October 21. The Court granted the motions to dismiss the third-party complaint filed on behalf of Lee Jacobson, Bruce J. Garelick, Eric Swider, Rodrigo Veloso, Ed Preble, Frank Andrews, and Jeffrey Smith but provided leave to amend. The Court also granted in part the motion to dismiss ARC's counterclaims, dismissing Count V of the counterclaims.

On March 21, 2025, UAV, Mr. Moss, and Mr. Litinsky appealed Court's February 19, 2025 order denying a stay (C.A. No. 2D2025-0735) in the Second District but later filed a voluntary motion to dismiss, which the Second District granted on September 10, 2025. On March 26, 2025, UAV, Mr. Moss, and Mr. Litinsky filed an unopposed motion to amend their March 24 petition, which the Second District granted on April 17, 2025.

On May 29, 2025, ARC and Mr. Orlando appealed the Second District's April 30 order (SC2025-0757).

On July 15, 2025, the Court entered an order granting in part outstanding motions to dismiss Counterclaims and Third-Party Claims brought by UAV, Mr. Litinsky, Mr. Moss, ARC, and Mr. Orlando and dismissing all Third-Party Defendants including President Trump. Specifically, the Court dismissed Counts 1 and 7-8 of UAV, Mr. Litinsky, and Mr. Moss's Counterclaims with prejudice, dismissed Counts 2-6 and 9 of UAV, Mr. Litinsky, and Mr. Moss's Counterclaims without prejudice with no leave to replead, dismissed Counts 5-11 of ARC's Counterclaims without prejudice, and dismissed ARC and Mr. Orlando's Third-Party Claims with prejudice.

On July 25, 2025, Digital World and Private TMTG filed a motion for protective order on deposition discovery, which the Court granted in part on August 25, 2025.

On July 28, 2025, ARC filed its Second Amended Answer, Defenses, and Affirmative Defenses to Plaintiffs' Second Amended Complaint and its Second Amended Counterclaims.

On August 7, 2025, Digital World and Private TMTG filed a motion to dismiss ARC's Second Amended Counterclaims, which the Court granted as to counts 5 and 6 on September 24, 2025.

On August 14, 2025, UAV, Mr. Litinsky, and Mr. Moss filed an appeal in the Second District as to the July 15, 2025 motion to dismiss order (2D2025-2192), which the Second District dismissed on December 10, 2025 pursuant to the December 9, 2025 stipulation of voluntary dismissal. The Court filed another order confirming dismissal of the Second District action on February 5, 2026.

On August 20, 2025, ARC filed its Third Amended Answer, Defenses, and Affirmative Defenses to Plaintiffs' Second Amended Complaint, and Mr. Orlando filed his Second Amended Answer, Defenses, and Affirmative Defenses to Plaintiffs' Second Amended Complaint.

On September 5, 2025, President Trump filed a motion to quash a subpoena directed to him, which the Court granted on October 6.

On September 11, 2025, UAV, Mr. Litinsky, and Mr. Moss filed an Amended Answer. On September 16, 2025, Iowa and 19 other states filed an amici curiae brief in support of President Trump's September 5 motion to quash.

On September 17, 2025, Digital World and Private TMTG filed a motion to sever and stay ARC's Second Amended Counterclaims, which the Court reserved ruling on in a February 2, 2026 Order, indicating that the motion may be "relitigated on the eve of trial."

On September 18, 2025, the United States filed a statement of interest in support of President Trump's September 5 motion to quash. On September 19, 2025, the Court stayed President Trump's deposition.

On September 26, 2025, ARC and Mr. Orlando filed a motion for partial summary judgment as to extortion claims filed by Digital World and Private TMTG, which the Court denied during the February 12 hearing.

On September 29, 2025, Digital World and Private TMTG filed a memorandum regarding whether the appearance of Gunster, Yoakley, & Stewart PA ("Gunster") required the Court's recusal.

On October 7, 2025, ARC and Mr. Orlando filed a motion to disqualify the Honorable Hunter W. Carroll, which the Court granted on October 10. On October 14, 2025, the case was reassigned to the Honorable Diana Moreland. Also on October 14, Digital World and Private TMTG filed a motion to disqualify Gunster and reassign the action to Judge Carroll.

On October 21, 2025, Digital World and Private TMTG filed an emergency petition for writ of mandamus in the Second District (2D2025-2814) requesting the court quash Judge Carroll's order recusing himself. On that same date, Mr. Orlando and ARC filed a motion for leave to issue a subpoena to President Trump or, in the alternative, to stay the case, which the Court denied on February 17, 2026. On October 23, 2025, the Second District denied Digital World and Private TMTG's request for expedited treatment of the October 21 petition (2D2025-2814).

On October 31, 2025, Judge Moreland held a hearing where she, *inter alia*, extended trial deadlines and ordered the parties to submit candidates for Special Magistrate.

On November 10, 2025, ARC and Mr. Orlando filed a motion for reconsideration of Judge Carroll's September 24 order granting the motion to dismiss ARC's Second Amended Counterclaims.

On November 14, 2025, Mr. Orlando filed a motion seeking leave to file a Third Amended Answer, Defenses, and Affirmative Defenses to the Second Amended Complaint, which the Court granted during the February 3 hearing.

On November 26, 2025, the Second District denied the October 21 petition (2D2025-2814).

On December 4, 2025, Digital World, Private TMTG, UAV, Mr. Litinsky, and Mr. Moss notified the Court that they reached a settlement resolving all claims asserted between them and, on December 9, stipulated to dismissal of those claims.

On December 9, 2025, the Court held a hearing that resulted in an order denying in part and granting in part the November 10 motion to reconsider the order granting the motion to dismiss.

On January 29, 2026, Mr. Orlando filed a motion for partial summary judgment as to the claims seeking recovery of legal fees advanced to Mr. Orlando.

On February 11, 2026, ARC and Mr. Orlando filed a motion for extension of time, seeking a 30-day extension of time of (1) the expert report deadlines, (2) the fact discovery deadline, and (3) the summary judgment deadline, which the Court granted during the February 19 hearing.

On February 13, 2026, Plaintiffs' filed a Reply to Mr. Orlando's Third Amended Answer, Affirmative Defenses, and Additional Defenses.

On February 18, 2026, ARC moved to stay these proceedings pending a resolution of its demand for arbitration submitted to the American Arbitration Association (Case No. 01-25-0009-1364).

A jury trial expected to last approximately three to five weeks, has been scheduled to begin in July 2026.

Litigation with ARC in Delaware

On February 29, 2024, ARC filed a lawsuit in the Court of Chancery of the State of Delaware (C.A. No. 2024-0186-LWW) against Digital World and its directors, alleging an impending violation of the Digital World Charter. ARC alleged that Digital World failed to commit to issue conversion shares to ARC that ARC claims it is owed upon the consummation of the Initial Business Combination pursuant to the Charter. ARC claimed a conversion ratio of 1.81:1 and sought specific performance and damages for the alleged breach of the Charter, a declaratory judgment that the certain derivative securities of Digital World should be included in the calculation of the conversion ratio, a finding that the directors of Digital World breached their fiduciary duties, and a preliminary injunction to enjoin the Initial Business Combination until Digital World "corrected" the conversion ratio. TMTG defended Digital World's calculation of the conversion ratio and related rights. In addition to its complaint, ARC also filed a motion with the Court of Chancery requesting that the case schedule be expedited to enable the Court of Chancery to conduct an injunction hearing prior to the March 22, 2024, shareholder vote. On March 5, 2024, the Court of Chancery denied ARC's motion, stating that it would not conduct a merits or injunction hearing before March 22, 2024. Consequently, the Court of Chancery also denied ARC's request to postpone the Initial Business Combination vote until after a merits hearing. The Court of Chancery ruled that Digital World's proposal to deposit disputed shares into an escrow account at the close of the Initial Business Combination was adequate to prevent potential irreparable harm related to ARC's share conversion. The Court of Chancery also found that Digital World's public disclosures about ARC's claims and possible conversion scenarios at the close of the Initial Business Combination further mitigated the risk of irreparable harm due to insufficient disclosure for the March 22, 2024 vote. As a result, on March 21, 2024, Digital World entered into two escrow agreements with Odyssey, as follows: (i) an escrow agreement for the benefit of ARC (the "ARC Escrow Agreement"), pursuant to which DWAC deposited into escrow 3,579,480 shares of TMTG shares of common stock ("Common Stock"), and (ii) an escrow agreement for the benefit of the Non-ARC Class B Shareholders (the "Non-ARC Class B Shareholders Escrow Agreement," and together with the ARC Escrow Agreement, the "Disputed Shares Escrow Agreements"), pursuant to which TMTG deposited into escrow 1,087,553 shares of TMTG Common Stock, which amounts represent the difference between the actual conversion ratio, determined by Digital World's board of directors upon closing of the Initial Business Combination (which was determined to be 1.348:1), and a conversion ratio of 2.00:1. On September 16, 2024, the Court of Chancery issued its order in this matter setting the conversion ratio at 1.4911:1. The Court of Chancery ruled against ARC on a substantial majority of its claims, reducing ARC's proposed calculation of the conversion ratio of 1.81:1 by approximately 70% and holding that the former board members of Digital World did not breach any fiduciary duties in setting the conversion ratio calculation or in their public disclosures of the same. As a result of the Court of Chancery's order, a portion of the disputed shares of Common Stock held in escrow were released to ARC. The release of Common Stock is subject to the terms and conditions of the ARC Escrow Agreement with the Escrow Agent and TMTG. Accordingly, 785,825 shares of TMTG Common Stock, which represents the Court's calculation for the difference between a ratio of 1.348:1 and 1.4911:1, were released from escrow (the "Court Ratio"). Both parties still retain the option to file an appeal within 30 days after the Court of Chancery's final order. In connection with the Court of Chancery's final order, 238,692 Common Shares deposited in the Non-ARC Class B Shareholders Escrow Agreement, representing the Court Ratio, were released to the applicable holders, subject to the terms and conditions of the Non-ARC Class B Shareholders Escrow Agreement and the Securities Act of 1933, as amended. On October 23, 2024, ARC filed a motion for a \$1,000,000 fee award. On July 14, 2025, the Court adjusted the fee award downward, awarding ARC \$75,000—less than 10% of the amount initially sought. On August 25, 2025, the Court entered a final order and judgment. On September 10, 2025, ARC filed an appeal to the Delaware Supreme Court (No. 375, 2025). On September 23, 2025, Digital World filed a cross-appeal. On February 11, 2026, the Delaware Supreme Court heard oral argument as to both the appeal and cross appeal.

Litigation with Orlando in Delaware

On March 15, 2024, Plaintiff Patrick Orlando brought a lawsuit against Digital World in the Court of Chancery seeking advancement of legal fees associated with Mr. Orlando's involvement in civil litigation against Digital World in Florida and certain other matters (the "Advancement Lawsuit") (C.A. No. 2024-0264-CDW). Mr. Orlando's allegations relate to certain provisions in the Digital World Charter, Digital World's bylaws, and an indemnity agreement allegedly entered into between Mr. Orlando and Digital World. Mr. Orlando alleges that those certain provisions require Digital World to pay the legal fees Mr. Orlando incurred and will incur in connection with legal proceedings in which he is involved by reason of the fact that he is or was a director or officer of Digital World. Mr. Orlando seeks a court order that (i) declares that he is entitled to legal fees for certain proceedings described in the complaint, (ii) requires Digital World to pay for legal fees incurred and future legal fees to be incurred for those proceedings, (iii) requires Digital World to pay the fees incurred to bring the Advancement Lawsuit, and (iv) requires Digital World to pay pre- and post-judgment interest on the amounts owed to Mr. Orlando. On April 3, 2024, the Court of Chancery entered a Stipulation and Advancement Order ("Stipulation") stating that Mr. Orlando is entitled to advancement of attorneys' fees and costs incurred with legal proceedings described in the Stipulation, subject to Digital World's right to challenge the reasonableness of those attorneys' fees and costs. The Stipulation further states that Mr. Orlando is entitled to fees incurred in connection with enforcement of advancement rights and sets forth procedures that will govern future requests for advancement of attorneys' fees and costs. As of February 23, 2026, TMTG had paid or agreed to pay approximately \$22 million to Mr. Orlando's attorneys pursuant to such Stipulation and TMTG's other advancement obligations to Mr. Orlando. On April 23, 2024, Mr. Orlando filed a motion for leave to supplement the Advancement Lawsuit to add a claim for advancement of legal fees and expenses Mr. Orlando had incurred and would incur in connection with his defense of an action for declaratory judgment brought by members of ARC regarding Mr. Orlando's removal as the managing member of ARC (the "ARC Removal Action"). Mr. Orlando also sought reimbursement for the legal fees and expenses incurred in connection with his supplement to the Advancement Lawsuit, and he sought pre-judgment and post-judgment interest on the amounts he claimed were owed to him. On August 1, 2024, plaintiffs in the ARC Removal Action dismissed their complaint without prejudice. On August 8, 2024, Mr. Orlando dismissed his supplemental claims in the Advancement Lawsuit without prejudice.

On February 10, 2025, Mr. Orlando filed a motion to modify the advancement order, seeking to modify the advancement order to allow him to not submit invoices for experts. On March 12, 2025, the Court denied the motion in part, stating that "TMTG is entitled to have some concrete information allowing it to assess whether Mr. Orlando's expenses are reasonable and related to DWAC/TMTG before making a payment" and ordering Mr. Orlando to "provide TMTG with invoices with sufficient unredacted information that allows it to make that assessment."

On March 31, 2025, Mr. Orlando filed a motion seeking advancement of certain disputed fees. On April 8, 2025, Mr. Orlando filed a motion for sanctions, which he subsequently withdrew. On June 23, 2025, Mr. Orlando filed another motion seeking advancement of certain disputed fees. On August 4, 2025, the Court held an oral argument to address the March 31 and June 23 motions disputing fees (the "Fee Motions"). On September 24, 2025, the Court granted in part and denied in part the Fee Motions. On September 30, 2025, Digital World filed a notice of exception to the September 24 Order or, in the alternative, motion for reargument and entry of a final report, which the Court denied on October 30, 2025. On November 4, 2025, Digital World filed a notice of exception to the October 30 Order denying the September 30 notice of exception.

On November 5, 2025, the Court reassigned the action to Vice Chancellor Fioravanti for the limited purpose of resolving the November 4 exception. On November 24, 2025 Digital World filed its opening brief in support of the November 4 exception. On December 15, 2025, Mr. Orlando filed a motion to strike that opening brief, which the Vice Chancellor denied on January 30, 2026.

On December 7, 2025, Mr. Orlando filed a motion for contempt and sanctions, which the Magistrate granted in a bench ruling on January 5, 2026.

On December 31, 2025, Mr. Orlando filed another motion seeking advancement of certain disputed fees, which is fully briefed.

On January 8, 2026, Digital World filed an exception to the January 5 contempt order. On January 20, 2026, the Court ordered the Magistrate to conduct a procedural review of the January 9 exception.

On January 21, 2026, the Magistrate recommended that Vice Chancellor Fioravanti hear the November 4 exception and January 9 exception together.

Litigation with Orlando and Benessere in Miami, Florida

On April 2, 2024, Patrick Orlando and Benessere Investment Group, LLC ("Benessere") filed suit against TMTG in the Circuit Court of the Eleventh Judicial District in Miami-Dade County Florida (Docket No. 2024-005894-CA-01). Mr. Orlando and Benessere sought a declaratory judgment that TMTG is restricted from disclosing material exchanged with Mr. Orlando and Benessere pursuant to a joint defense agreement previously entered into by the parties in addition to a request for damages for any breach of the joint defense agreement. On July 1, 2025, the parties filed a joint stipulation, agreeing to dismiss the case with prejudice pursuant to a confidential settlement agreement. On September 3, 2025, the Court dismissed the case. On December 2, 2025, Mr. Orlando and Benessere filed a motion to enforce the settlement agreement.

Arbitration with ARC in New York

On December 1, 2025, ARC submitted to the American Arbitration Association ("AAA") a demand for arbitration with TMTG regarding access to privileged communications with a law firm that represented DWAC (Case Number: 01-25-0009-1364). On January 12, 2026, the AAA appointed Marilyn Salzman as the arbitrator to conduct a hearing in New York County, New York.

Litigation with ARC in the Third Circuit

On November 26, 2025, Odyssey filed a notice in the Third Circuit Court of Appeals (C.A. No. 25-cv-03324) seeking review of the District of Delaware's October 23 Order dismissing the District Court action (C.A. No. 24-cv-00729).

Item 1A. Risk Factors

Risk Factors Summary

We are providing the following summary of the risk factors contained in this Annual Report on Form 10-K to enhance the readability and accessibility of our risk factor disclosures. We encourage you to carefully review the full risk factors contained in this Annual Report on Form 10-K in their entirety for additional information regarding the material factors that make an investment in our securities speculative or risky. These risks and uncertainties include, but are not limited to, the following:

Risks Related to TMTG's Business and Industry

- TMTG has a limited operating history, making it difficult to evaluate TMTG's business and prospects and may increase the risks associated with your investment.
- TMTG will continue to seek to improve its business model by developing its technology as an early stage company. TMTG expects to incur operating losses for the foreseeable future.
- If Truth Social or Truth+ fails to develop and maintain followers or a sufficient audience, or if adverse trends develop for social media platforms or streaming services generally, TMTG's business would be adversely affected.
- TMTG has placed emphasis on building a platform for all Americans to freely express themselves through Truth Social. Failure to realize this vision, or if First Amendment speech is no longer believed to be suppressed by other similar platforms, could adversely affect TMTG's brand and business prospects.
- TMTG may not be successful in its efforts to grow and monetize the Truth ecosystem.
- TMTG may need additional capital, and TMTG cannot be sure that additional financing will be available.
- TMTG's business is highly competitive. Competition presents an ongoing threat to the success of TMTG's business.
- TMTG's new products, services and initiatives and changes to existing products, services and initiatives could fail to attract sufficient users and advertisers or generate revenue.
- If TMTG's efforts to build and maintain strong brand identity, improve the user base for Truth Social and Truth+, and develop additional products are not successful, TMTG may not be able to attract or retain users, and TMTG's operating results will be affected adversely. If events occur that damage TMTG's reputation and brand, TMTG's ability to expand TMTG's base of users, developers and advertisers may be impaired, and TMTG's business and financial results may be harmed.
- False, misleading, and unfavorable media coverage could negatively affect TMTG's business.
- TMTG's software is highly technical, and if it contains undetected errors, TMTG's business could be adversely affected. TMTG's business and operating results may be harmed by a disruption in TMTG's service, or by TMTG's failure to timely and effectively scale and adapt TMTG's existing technology and infrastructure.
- Computer malware, viruses, hacking, and phishing attacks, scamming and spamming could harm TMTG's business and results of operations. Excessive scamming activity or spam could diminish the user experience on TMTG's platform, which could damage TMTG's reputation and deter TMTG's current and potential users from using TMTG's products and services.
- If TMTG encounters issues with the rollout and implementation of its streaming content plans, TMTG may delay or decide not to fully implement the service, which may affect TMTG's growth strategy and operations.
- In connection with the preparation of its financial statements as of and for the year ended December 31, 2024, TMTG identified material weaknesses in its internal control over financial reporting, and TMTG may identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls over financial reporting, which may cause TMTG to fail to meet its reporting obligations, result in material misstatements of its consolidated financial statements and could have a material adverse effect on its business and the market price of TMTG's common stock.
- TMTG carries a large amount of cash, cash equivalents, restricted cash, and short-term investments on its balance sheet, which could expose it to additional risks.

Risks Related to our Digital Asset Treasury Strategy and Holdings

- Our bitcoin strategy exposes us to various risks, including risk associated with bitcoin.
- Bitcoin and Cronos are highly volatile assets, and fluctuations in the price of bitcoin and Cronos are likely to influence our financial results and the market price of our listed securities.
- Our operating results will be dependent on the price of digital assets. If such price declines, our business, operating results, and financial condition would be adversely affected.

- Bitcoin, Cronos and other digital assets are relatively novel assets, and are subject to significant legal, commercial, regulatory and technical uncertainty.
- Our historical financial statements prior to September 30, 2025 do not reflect the potential variability in earnings that we have experienced to date and may experience in the future relating to our bitcoin and other digital asset holdings.
- The recent increase in the availability of alternative ways to gain exposure to bitcoin and other digital assets may adversely affect the market price of our listed securities.
- Our bitcoin and digital asset strategy subjects us to enhanced regulatory oversight.
- Due to the unregulated nature and lack of transparency surrounding the operations of many bitcoin trading venues, bitcoin trading venues may experience greater fraud, security failures or regulatory or operational problems than trading venues for more established asset classes, which may result in a loss of confidence in bitcoin trading venues and adversely affect the value of our bitcoin.
- The concentration of our bitcoin and digital asset holdings enhances the risks inherent in our bitcoin and digital asset strategy.
- Our bitcoin and Cronos holdings are less liquid than our existing cash and cash equivalents and may not be able to serve as a source of liquidity for us to the same extent as cash and cash equivalents.
- Regulatory change reclassifying bitcoin as a security could lead to our classification as an "investment company" under the Investment Company Act of 1940 and could adversely affect the market price of bitcoin and the market price of our listed securities.

Risks Related to our Convertible Notes and Potential Future Indebtedness

- Our level and terms of indebtedness could adversely affect our ability to raise additional capital to further execute on our bitcoin strategy, fund other operations, and take advantage of new business opportunities.
- We may not have the ability to raise the funds necessary to settle conversions of the Convertible Notes in cash or to repurchase the Convertible Notes for cash upon a fundamental change or other events which require repayment of the Convertible Notes, including the mandatory repurchase provisions contained in the Indenture and at maturity, and any future debt may contain limitations on our ability to engage in cash-settled conversions or repurchases of the Convertible Notes.
- The forced conversion feature of the Convertible Notes, if triggered, may adversely affect our financial condition and operating results.
- Collateral requirements and the repurchase rights of holders of our Convertible Notes may constrain our bitcoin strategy and our business.

Risks Related to our Share Repurchase Program

- We cannot guarantee that our share repurchase program will be utilized to the full value approved or that it will enhance long-term stockholder value.

Risks Related to President Donald J. Trump

- TMTG's success depends in part on the popularity of its brand and the reputation and popularity of President Donald J. Trump. The value of TMTG's brand may diminish if the popularity of President Donald J. Trump were to suffer, which could adversely affect TMTG's revenues, results of operations and its ability to maintain or generate a consumer base. Additionally, the death or incapacity of President Donald J. Trump, or discontinuation or limitation of his use of TMTG's products, would negatively impact TMTG's business.
- An adverse outcome in one or more of the ongoing legal proceedings in which President Donald J. Trump is involved could negatively impact TMTG and its Truth Social platform.
- The License Agreement does not require President Donald J. Trump to use Truth Social in certain circumstances, including with respect to posts that he determines, in his sole discretion, to be politically-related. TMTG lacks any meaningful remedy with respect to such determination, which could have a material adverse effect on the business and/or operations of TMTG.

Risks Related to Intellectual Property

- TMTG's intellectual property may be infringed upon, and others have and may continue to accuse TMTG of infringing on their intellectual property, either of which could adversely affect TMTG's business and result in protracted and expensive litigation.
- TMTG must comply with licenses related to the use of free, publicly-available software incorporated in Truth Social products; failure to do so could cause the loss of the ability to use such software, which could in turn adversely affect TMTG's revenues and results of operations.
- Many of TMTG's products and services rely on, incorporate, and/or license open source software, which may pose particular risks to TMTG's proprietary software, products, and services in a manner that could have a negative effect on TMTG's business.

Legal, Regulatory, Compliance, and Governance Risks

- TMTG's reputation, competitive advantage, financial position and relationships with its users could be materially harmed if TMTG is unable to comply with complex and evolving data protection and privacy, security, and breach of notification laws and regulations, and the costs and resources required to achieve compliance may have a materially adverse impact.
- TMTG may face lawsuits or incur liability as a result of content published on the Truth ecosystem.
- In the future, TMTG may be involved in numerous class action lawsuits and lawsuits and disputes that are expensive and time consuming, and, if resolved adversely, could harm TMTG's business, financial condition or results of operations.
- Florida law and TMTG's Articles and Bylaws contain certain provisions, including anti-takeover provisions, that limit the ability of stockholders to take certain actions and could delay or discourage takeover attempts that stockholders may consider favorable.
- Ongoing litigation over the "conversion ratio" could adversely affect TMTG's business, financial condition and stock price.
- The Trust holds approximately 41.1% of the outstanding TMTG common stock, which control limits or precludes other stockholders' ability to influence the outcome of matters submitted to stockholders for approval, including the election of directors, the approval of certain employee compensation plans, the adoption of amendments to TMTG's organizational documents and the approval of any merger, consolidation, sale of all or substantially all of its assets, or other major corporate transaction requiring stockholder approval.

Market Risks

- The market prices of TMTG's Common Stock and Public Warrants have been and may continue to be extremely volatile, which could cause purchasers of TMTG's securities to incur substantial losses.
- TMTG stockholders may experience significant dilution in the future.
- Warrants may continue to be exercised for TMTG common stock, which would increase the number of shares eligible for future resale in the public market and result in dilution to TMTG's stockholders.
- Future sales, or the perception of future sales, by TMTG or its stockholders in the public market could cause the market price for TMTG's common stock to decline.
- TMTG's securities may be subject to market manipulation and unlawful trading activity.

Risks Related to our Operations as a New Public Company

- If TMTG fails to maintain an effective system of disclosure controls and internal controls over financial reporting, TMTG's ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.
- TMTG incurs and will continue to incur significant increased expenses and administrative burdens as a public company, which could have an adverse effect on its business, financial condition and results of operations.

Risks Relating to the TAE Merger

- The market price of TMTG common stock after the TAE Merger may be affected by factors different from those currently affecting the shares of TMTG common stock.
- TMTG and TAE are expected to incur substantial costs related to the TAE Merger and integration, and these costs may be greater than anticipated due to unexpected events.

- Combining TMTG and TAE may be more difficult, costly or time-consuming than expected, and TMTG may fail to realize the anticipated benefits of the TAE Merger.
- Regulatory approvals may not be received, may take longer than expected or may impose conditions that are not presently anticipated or that could have an adverse effect on the combined company following the TAE Merger.
- If the requisite approval of TMTG shareholders or TAE shareholders is not obtained, or other conditions to the closing of the TAE Merger are not met, the TAE Merger Agreement may be terminated in accordance with its terms and the TAE Merger may not be completed.
- Failure to complete the TAE Merger could negatively impact TMTG.
- TMTG is subject to certain contractual restrictions pursuant to the TAE Merger Agreement while the TAE Merger is pending.
- Each TMTG shareholder will have a substantially reduced ownership and voting interest in the combined company after the consummation of the TAE Merger than the holder's interest in TMTG prior to the consummation of the TAE Merger.
- Issuance of shares of TMTG common stock in connection with the TAE Merger may adversely affect the market price of TMTG common stock.
- Shareholder litigation related to the TAE Merger could prevent or delay the completion of the TAE Merger, result in the payment of damages or otherwise negatively impact the business and operations of TMTG.
- If TAE defaults under the Convertible Promissory Note issued by TMTG in connection with the TAE Merger Agreement, it could negatively impact TMTG.

Investing in our common stock involves risk. You should carefully consider the risks described below as well as all the other information in this Annual Report on Form 10-K, including the consolidated financial statements and the related notes included in this report. The risks and uncertainties described below are not the only risks and uncertainties we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. If any of the following risks actually occur, our business, results of operations and financial condition could suffer. In that event, the trading price of our common stock could decline, and you may lose all or part of your investment. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements.

Risks Related to TMTG's Business and Industry

TMTG has a limited operating history, making it difficult to evaluate TMTG's business and prospects and may increase the risks associated with your investment.

Private TMTG was formed on February 8, 2021 and started formulating its business plan at that time. Private TMTG did not begin developing the Truth Social platform until June 2021. Private TMTG made Truth Social available for general use in the first quarter of 2022. Truth+ is nascent, and Truth.Fi remains in development. TMTG has a limited operating history with these products (collectively "the Truth ecosystem"), and TMTG cannot assure you that it will be able to operate its business successfully or implement its operating policies and strategies as described elsewhere in this Annual Report. TMTG may encounter risks and challenges frequently experienced by growing companies in rapidly developing industries, including risks related to its ability to:

- build a reputation for providing a superior platform and customer service, and for creating trust and long-term relationships with its potential customers;
- implement a revenue model allowing it to develop predictable revenues;
- distinguish itself from competitors and navigate political issues;
- develop and offer a competitive platform that meets TMTG's customers' needs as they change;
- improve TMTG's current operational infrastructure and non-platform technology to support its growth and to respond to the evolution of TMTG's market and competitors' developments;
- develop, maintain and expand TMTG's relationships with suppliers of quality advertising;
- respond to complex, evolving, stringent, contradictory industry standards and government regulation on an international scale that impact TMTG's business;
- identify, complete and integrate acquisitions;
- prevent, detect, respond to, or mitigate failures or breaches of privacy and security; and
- hire and retain qualified and motivated employees.

If TMTG is unable to do so, its business may suffer, its revenue and operating results may decline and TMTG may not be able to achieve further growth or sustain profitability.

TMTG has broad discretion in the use of its available cash and may not use it effectively.

TMTG cannot specify with any certainty the particular uses of the net proceeds that TMTG either received pursuant to the Initial Business Combination or will receive under the SEPA and/or due to the exercise of certain outstanding TMTG warrants. TMTG's Management has broad discretion in the use of TMTG's available cash, including working capital, possible acquisitions, and other general corporate purposes, and TMTG may spend or invest this cash in a way with which the stockholders disagree. The failure by TMTG's Management to apply these funds effectively could harm TMTG's business and financial condition. Pending their use, TMTG may invest the net proceeds from the offering in a manner that does not produce income or that loses value.

TMTG will continue to seek to improve its business model by developing its technology as an early stage company. TMTG expects to incur operating losses for the foreseeable future.

Although Private TMTG targeted and assembled certain intellectual property and real or intangible property rights, TMTG's business plan is still developing. Accordingly, TMTG has no way to evaluate the likelihood that its business will be successful. Potential investors should be aware of the difficulties normally encountered by a new social media platform and the high rate of failure for such enterprises. The likelihood of success must be considered in light of the problems, expenses, difficulties, complications and delays encountered in connection with the operations that TMTG plans to undertake. These potential problems include, but are not limited to, unanticipated problems relating to the development of the Truth ecosystem, lack of widespread acceptance of the Truth ecosystem by users, and challenges attracting potential vendors to participate in the Truth ecosystem's development, and any additional costs and expenses that may exceed current estimates. TMTG expects to incur significant losses into the foreseeable future. TMTG recognizes that if the effectiveness of its business plan is not forthcoming it will not be able to continue business operations. There is limited operating history upon which to base any assumption as to the likelihood that TMTG will prove successful, and TMTG may never generate sufficient operating revenues to achieve profitable operations. If TMTG is unsuccessful in addressing these risks, its business, prospects and operations may be adversely affected, and its business may likely fail.

TMTG's actual financial position and results of operations may differ materially from the expectations of TMTG's Management Team.

TMTG's actual financial position and results of operations may differ materially from management's expectations. As a result, TMTG's revenue, net income and cash flow may differ materially from TMTG's expected revenue, net income and cash flow. The process for estimating TMTG's revenue, net income and cash flow requires the use of judgment in determining the appropriate assumptions and estimates. These estimates and assumptions may be revised as additional information becomes available and as additional analyses are performed.

TMTG does not currently, and may never, collect, monitor and/or report certain key operating metrics used by companies in similar industries.

Prior to the closing of the Initial Business Combination, Private TMTG focused on developing Truth Social by enhancing features and user interface rather than relying on traditional performance metrics like average revenue per user, ad impressions and pricing, or active user accounts, including monthly and daily active users. While many industry peers may report on these or similar metrics, given the early development stage of Truth Social, TMTG's management and board does not rely on, and does not anticipate relying on, any particular key performance metric to make business or operating decisions. TMTG will continue actively evaluating the most relevant, reliable and appropriate key operating metrics (if any) that align with its evolving business model. At this juncture in its development, TMTG believes that adhering to traditional key performance indicators ("KPIs"), such as signups, average revenue per user, ad impressions and pricing, or active user accounts including monthly and daily active users, could potentially divert its focus from strategic evaluation with respect to the progress and growth of its business. TMTG believes that focusing on these KPIs might not align with the best interests of TMTG or its stockholders, as it could lead to short-term decision-making at the expense of long-term innovation and value creation. Therefore, TMTG believes that this strategic evaluation is critical and aligns with its commitment to a robust business plan that includes introducing innovative features, new products, new technologies.

In connection with such evaluation, and consistent with SEC guidance, TMTG will consider whether it has effective controls and procedures in place to process information related to the disclosure of key performance indicators and metrics to ensure consistency as well as accuracy period over period, or the feasibility of implementing any such controls and procedures. If so, TMTG may decide to collect and report such metrics if they are deemed to significantly enhance investors' understanding of TMTG's financial condition, cash flows, and other aspects of its financial performance. However, TMTG may find it difficult or resource-prohibitive to implement such effective controls and procedures and may never collect, monitor or report any or certain key operating metrics, which is likely to make it difficult for stockholders in TMTG to evaluate and compare TMTG's performance to that of companies in similar industries.

If the use of third-party cookies or other tracking technology is restricted by third parties outside of TMTG's control, rejected by TMTG's users, or otherwise subject to unfavorable regulation, TMTG's ability to tailor, improve and provide a consistent experience to TMTG users would be negatively impacted, which could materially and adversely affect TMTG's growth prospects and financial performance.

Third-party cookies and other tracking technologies have been a fundamental part of the web for nearly three decades, aiding platforms in generating relevant ads, among other functions. TMTG's products and service offerings such as the Truth Social Platform and Truth+ are still in an early development stage, however, as other similar companies in the space, TMTG expects to generate substantial revenue from advertisements. Accordingly, TMTG's ability to use third-party cookies to provide advertising companies relevant data for their advertisements is critical to its revenue generation potential. However, with increasing restrictions on third party cookies, TMTG may lose the ability to track user behavior across its platform, which could negatively affect its ability to retain advertisers on its platform and effectively advertise their services.

TMTG, its service providers and business partners use tracking technologies, including cookies, device identifiers, and related technologies, to help TMTG manage and track users' interactions with TMTG platforms, services, websites and content, and deliver relevant advertising and personalized content. Further, TMTG's use of cookies aids its development and ability to improve its services in response to user preferences and to provide its users with relevant offers from advertisers. Recently, web and mobile browser developers, such as Apple, Microsoft or Google, have implemented and may continue to implement changes, including requiring additional user permissions, in their browsers or device operating systems that impair TMTG's ability to track cookies and improve the effectiveness of advertising on its platform. Such changes include limiting the use of first-party and third-party cookies and related tracking technologies, such as mobile advertising identifiers, and other changes that limit TMTG's ability to collect information that allows it to attribute members' actions on advertisers' websites to the effectiveness of advertising campaigns run on the platform. For example, Apple launched its Intelligent Tracking Prevention ("ITP") feature in its Safari browser. ITP blocks some or all third-party cookies by default on mobile and desktop and ITP has become increasingly restrictive over time and, Google previously proposed phasing out third-party cookies in its Chrome browser. These and other web and mobile browser developers have also implemented and may continue to implement changes and restrictions in browser or device functionality that limit TMTG's ability to communicate with or understand its business and users. As such, the implementation of these changes could significantly impair TMTG's ability to tailor, improve and provide a consistent experience to its users, which in turn could materially and adversely affect its growth prospects and financial performance.

In addition, federal, state and international governmental authorities continue to evaluate the privacy implications inherent in the use of proprietary or third-party cookies and other methods of online tracking for behavioral advertising and other purposes. U.S. and foreign governments have enacted, have considered or are considering legislation or regulations that could significantly restrict the ability of companies and individuals to engage in these activities, such as by regulating the level of consumer notice and consent required before a company can employ cookies or other electronic tracking tools or the use of data gathered with such tools. The regulation of the use of cookies and other current online tracking and advertising practices or a loss in TMTG's ability to make effective use of services that employ such technologies could increase its costs of operations and limit its ability to acquire new customers on cost-effective terms and consequently, materially adversely affect its business, financial condition and operating results.

If Truth Social or Truth+ fails to develop and maintain followers or a sufficient audience, or if adverse trends develop for social media platforms or streaming services generally, TMTG's business would be adversely affected.

Social media platforms and streaming services are speculative businesses because revenues and income derived from them depend primarily upon the continued acceptance of that platform. Public acceptance of a particular platform depends upon, among other things, the ease of use of the platform, promotion of that platform, and the quality and acceptance of competing platforms. A user decline could make it economically inefficient to continue providing for the use of the platform. If the customer base were to not adopt Truth Social or Truth+, or cease using these platforms, such developments could result in a write-down of TMTG's capitalized development costs and adversely affect TMTG's business prospects. The amount of any write-down would vary depending on a number of factors, including when the product or service ceased.

TMTG has placed emphasis on building a platform for all Americans to freely express themselves through Truth Social. Failure to realize this vision, or if First Amendment speech is no longer believed to be suppressed by other similar platforms, could adversely affect TMTG's brand and business prospects.

TMTG aspires to build a media and technology powerhouse to rival the liberal media consortium and promote free expression. TMTG was founded to fight back against the Big Tech companies—Meta (Facebook, Instagram, and Threads), X (formerly Twitter), Netflix, Alphabet (Google), Amazon and others—that it believes have colluded to curtail debate in America and censor voices that contradict “woke” ideology. TMTG aims to safeguard public debate and open dialogue, and to provide a platform for all users to freely express themselves.

Truth Social is designed to a global platform for public self-expression and conversation in real time, and the market for Truth Social is relatively new and may not develop as expected. People who are not Truth Social users may not understand the value of Truth Social. Convincing potential new users, especially users who oppose Big Tech censorship, of the value of Truth Social is critical to increasing TMTG's user base and to the success of TMTG's business.

In addition, other social media platforms, including those that previously engaged in widespread censorship, could embrace free speech and target the same audience as Truth Social. For example, as a private company under new ownership, X may demonstrate a sustained commitment to free speech principles that will heighten competition for users who prioritize such principles. Failure to attract and retain a sufficient user base as a result of such competition could adversely affect TMTG's business prospects.

Truth Social has implemented what TMTG believes to be a robust, fair, and viewpoint-neutral content moderation system to prevent illegal and other prohibited content from contaminating its platform. There is a risk that TMTG's moderation practices will be criticized as inconsistent with its promotion of free-speech principles, which may negatively impact TMTG's ability to attract and retain a sufficient user, which could adversely affect TMTG's business prospects.

To foster a flourishing digital public forum, TMTG seeks to prevent illegal and other prohibited content from contaminating its platform. In accordance with Truth Social's terms of service, illegal and prohibited content includes, but is not limited to, depictions or threats of violence, harassment, incitement of or threats of physical harm. Using human moderators and an artificial intelligence vendor known as HIVE, Truth Social has developed what TMTG believes is a robust, fair, and viewpoint-neutral moderation system and that its moderation practices are consistent with, and indeed help facilitate, TMTG's objective of maintaining “a public, real-time platform where any user can create content, follow other users, and engage in an open and honest global conversation without fear of being censored or cancelled due to their political viewpoints.” However, there is a risk that TMTG's moderation practices will be criticized as inconsistent with its promotion of free-speech principles, which may negatively impact TMTG's ability to attract and retain a sufficient user, which could adversely affect TMTG's business prospects.

If TMTG's users do not continue to contribute content or their contributions are not valuable to other users, TMTG may experience a decline in the number of users accessing its products and services and user engagement, which could result in the loss of advertisers and revenue.

TMTG's success depends on its ability to provide users with products, which in turn for Truth Social and Truth+ depends on the content contributed by TMTG's users. TMTG believes that one of the Truth ecosystem's competitive advantages will be the quality, quantity and real-time nature of the content on the ecosystem, and that access to unique or real-time content is one of the main reasons users may visit Truth Social and utilize Truth+. TMTG seeks to foster a broad and engaged user community, and TMTG intends to encourage high-profile individuals and entities to use TMTG's products and services to freely express their views to broad audiences without the fear of being censored or cancelled for any unpopular or non-woke opinions. TMTG may also encourage media outlets to use its products and services to distribute their content. If users, including influential users, do not contribute content to the Truth ecosystem, and it is unable to provide users with valuable and timely content, TMTG's user base and user engagement may decline. Additionally, if TMTG is not able to address user concerns regarding the safety and security of the Truth ecosystem or if TMTG is unable to successfully prevent abusive or other hostile behavior on the Truth ecosystem, the size of the Truth ecosystem user base and user engagement may decline. TMTG may rely on the sale of advertising services for the substantial majority of TMTG's revenue. If TMTG experiences a decline in the number of users or a decline in user engagement, including as a result of the loss of high-profile individuals and entities who generate content on the Truth ecosystem, advertisers may not view the Truth ecosystem as attractive for their marketing expenditures, and may reduce their spending with TMTG—which would harm TMTG's business and operating results.

The success of Truth+ will depend on its ability to provide consumers with content and its ability to attract and retain channels and content creators.

TMTG plans for Truth+ include partnering with channels and other sources of content. TMTG may not be successful in attracting channels or acquiring content. Additionally, channels or other sources of content may terminate their relationship with TMTG. If TMTG's plans for Truth+, including with respect to content, do not come into fruition, TMTG's business, results of operations and financial condition could be adversely affected.

TMTG's focus on product innovation and user engagement rather than short-term operating results may adversely affect TMTG's revenues.

TMTG is committed to quickly developing and launching new and innovative products features. TMTG intends to focus on improving the user experience for Truth Social and on developing new and improved products and services including Truth+ and Truth.Fi. TMTG intends to prioritize innovation and the experience for users over short-term operating results. TMTG may frequently make product and service decisions that may reduce TMTG's revenues if it believes that the decisions are consistent with its goals to improve the user experience and performance, which it believes will improve its operating results over the long term. These intended decisions may not be consistent with the short-term expectations of investors and may not produce the long-term benefits that TMTG expects, in which case Truth Social and Truth+ user growth and user engagement, its relationships with advertisers and its business and operating results could be harmed.

The Truth ecosystem's user growth and engagement on mobile devices depend upon effective operation with mobile operating systems, networks, and standards that TMTG does not control.

TMTG intends to make its products and services available across a variety of operating systems and through websites. TMTG will be dependent on the interoperability of the Truth ecosystem with popular devices, desktop and mobile operating systems, web browsers and TVs that TMTG does not control. Any changes in such systems, devices, web browsers, or TVs that degrade the functionality of TMTG's products and services or give preferential treatment to competitive products or services could adversely affect usage of TMTG's products and services. Further, if the number of platforms for which TMTG develops its product expands, it will result in an increase in TMTG's operating expenses. In order to deliver high-quality products and services, it is important that TMTG's products and services work well with a range of operating systems, networks, devices, web browsers and TVs that TMTG does not control. In addition, because a majority of TMTG's future users may access TMTG's products and services through mobile devices, TMTG is particularly dependent on the interoperability of its products and services with mobile devices and operating systems. TMTG may not be successful in developing relationships with key participants in the mobile industry or in developing products or services that operate effectively with these operating systems, networks, devices, web browsers and TVs. In the event that it is difficult for TMTG's users to access and use TMTG's products and services, particularly on their mobile devices, TMTG's user growth and engagement could be harmed, and its business and operating results could be adversely affected.

TMTG may not be successful in its efforts to grow and monetize the Truth ecosystem.

TMTG may not be successful in building products that maintain user engagement. If TMTG is not successful in its efforts to grow the Truth ecosystem and monetize such growth, TMTG's user growth and user engagement and TMTG's financial results may be adversely affected.

TMTG may need additional capital, and TMTG cannot be sure that additional financing will be available.

TMTG has financed its operations principally through the Initial Business Combination with DWAC, convertible loans, and the sale of TMTG common stock. Substantially all of the convertible notes converted into TMTG common stock upon consummation of the Initial Business Combination, and the remaining convertible notes converted into TMTG common stock upon registration of its underlying shares. As of December 31, 2025, TMTG has approximately \$2,473.1 million of cash, cash equivalents, restricted cash, short-term investments, equity securities, convertible note receivable, digital assets, and digital assets pledged, and \$947.1 million of debt (excluding lease liabilities). Although TMTG currently anticipates that the proceeds from the Initial Business Combination, the shares issued to Yorkville under the SEPA, and the exercise of TMTG warrants, together with TMTG's available funds and cash flow from operations, are sufficient to meet TMTG's cash needs for the foreseeable future, TMTG may require substantial additional financing at various intervals in order to continue to develop and promote Truth Social, Truth+, and Truth.Fi, and additional products/acquisitions. Such financing may be required for operating expenses including intellectual property protection and enforcement, for pursuit of regulatory approvals, and for commercialization of Truth Social, Truth+, and Truth.Fi, and future products.

TMTG's ability to obtain financing will depend, among other things, on TMTG's development efforts, business plans, operating performance and condition of the capital markets at the time TMTG seeks financing. TMTG may, from time to time, explore additional financing sources to lower its cost of capital, which could include equity, equity-linked and debt financing. In addition, TMTG is, and will continue from time to time, evaluating certain acquisitions and other strategic opportunities. If TMTG is able to agree on the terms of such investments and TMTG therefore elects to pursue any such investments, TMTG may fund them with internally generated funds, bank financing, the issuance of other debt or equity or a combination thereof. Certain financial-industry service providers have expressed, or may be reasonably expected to express, an unwillingness or reluctance to work on TMTG's products or provide services due to TMTG's connection with President Donald J. Trump. Similarly, to the extent TMTG needs to raise additional capital, TMTG will need to engage with investment bankers and investors, and it is possible that some will not want to engage with TMTG for similar reasons. Hostility from financial institutions could adversely affect TMTG's ability to obtain banking services, including additional financing on reasonable terms when required, or at all, which could adversely affect TMTG's business and financial results.

TMTG can provide no assurance that additional funding will be available on a timely basis, on terms acceptable to TMTG or at all. In the event that TMTG is unable to obtain such financing, it may not be able to fully develop and commercialize Truth Social, Truth+, and Truth.Fi. If TMTG becomes unable to obtain additional capital when and as needed, it may have to liquidate its assets and the value TMTG receives for its assets in liquidation or dissolution could be significantly lower than the values reflected in TMTG's financial statements.

If TMTG raises additional funds through the issuance of equity, equity-linked or debt securities, those securities may have rights, preferences, or privileges senior to the rights of TMTG common stock, and the existing stockholders may experience dilution.

In addition, there is no assurance that the holders of the TMTG warrants will elect to exercise any or all of the warrants, and approximately 11 million warrants remained unexercised as of February 25, 2026. If TMTG warrants are not exercised, or are exercised on a "cashless basis," the amount of cash TMTG would receive from the exercise of the warrants will decrease.

TMTG's estimates of market opportunity and forecasts of market growth may prove to be inaccurate.

Market opportunity estimates and growth forecasts, whether obtained from third-party sources or developed internally, are subject to significant uncertainty and are based on assumptions and estimates that may prove to be inaccurate. Any estimates and forecasts relating to the size and expected growth of the target market and market demand which may inform TMTG's financial model may also prove to be inaccurate.

TMTG's business depends on continued and unimpeded access to the internet by TMTG's users and advertisers. If TMTG's users experience disruptions in internet service or if internet service providers are able to block, degrade or charge for access to TMTG's products and services, TMTG could incur additional expenses and the loss of users and advertisers.

TMTG depends on the ability of TMTG's users and advertisers to access the internet. This access will be provided by companies-including hostile legacy technology companies-that have significant market power in the broadband and internet access marketplace, including incumbent telephone companies, cable companies, mobile communications companies, government-owned service providers, device manufacturers and operating system providers, any of whom could take actions that degrade, disrupt or increase the cost of user access to TMTG's products or services, which would, in turn, negatively impact TMTG's business. The adoption of any laws or regulations that adversely affect the growth, popularity or use of the internet, including laws or practices limiting internet neutrality, could decrease the demand for, or the usage of, TMTG's products and services, increase TMTG's cost of doing business and adversely affect TMTG's operating results. TMTG will also rely on other companies to maintain reliable network systems that provide adequate speed, data capacity and security to TMTG and its users. As the internet continues to experience growth in the number of users, frequency of use and amount of data transmitted, the internet infrastructure that TMTG and its users rely on may be unable to support the demands placed upon it. The failure of the internet infrastructure that TMTG's users rely on, even for a short period of time, could undermine TMTG's operations and harm TMTG's operating results.

If TMTG fails to expand effectively in international markets, TMTG's revenue and TMTG's business will be harmed.

Notwithstanding TMTG's best efforts, TMTG may not be able to monetize TMTG's products and services internationally as a result of competition, advertiser demand, differences in the digital advertising market and digital advertising conventions, as well as differences in the way that users in different countries access or utilize TMTG's products and services. Differences in the competitive landscape in international markets may impact TMTG's ability to monetize TMTG's products and services.

TMTG's business is highly competitive. Competition presents an ongoing threat to the success of TMTG's business.

The industries in which TMTG operates or has announced plans to operate—social media, streaming video, and financial products—are all highly competitive.

TMTG believes that its ability to compete effectively for users depends upon many numerous factors both within and beyond TMTG's control, such as:

- the popularity, usefulness, ease of use, performance and reliability of TMTG's products and services compared to those of TMTG's competitors;
- the amount, quality and timeliness of content generated by TMTG's users;
- the timing and market acceptance of TMTG's products and services;
- the reduced availability of data used by ad targeting and measurement tools;
- government restrictions on access to TMTG products, or other actions that impair TMTG's ability to sell advertising, in their states or countries;
- adverse litigation, government actions, or legislative, regulatory, or other legal developments relating to advertising, including developments that may impact TMTG's ability to deliver, target, or measure the effectiveness of advertising;
- the adoption of TMTG's products and services internationally;
- TMTG's ability, and the ability of TMTG's competitors, to develop new products and services and enhancements to existing products and services;
- the frequency and relative prominence of the ads displayed by TMTG's competitors;
- TMTG's ability to establish and maintain relationships with platform partners that integrate with Truth Social;
- changes mandated by, or that TMTG elects to make to address, legislation, regulatory authorities or litigation, including settlements and consent decrees, some of which may have a disproportionate effect on TMTG;
- the application of antitrust laws both in the United States and internationally;
- government action regulating competition;
- TMTG's ability to attract, retain and motivate talented employees, particularly engineers, designers and product managers;
- TMTG's ability to build, maintain, and scale technical infrastructure, and risks associated with disruptions in TMTG's service, catastrophic events, cyber-attacks, and crises;
- acquisitions or consolidation within TMTG's industry, which may result in more formidable competitors; and
- TMTG's reputation and the brand strength relative to its competitors.

If TMTG is unable to effectively compete due to these or other factors, TMTG's business could be harmed.

TMTG cannot assure you that TMTG will effectively manage its growth. If TMTG fails to effectively manage its growth, TMTG's business and operating results could be harmed.

TMTG may experience rapid growth in TMTG's headcount, operations, and product offerings, which will place significant demands on TMTG's management and operational and financial infrastructure. TMTG intends to make substantial investments to expand TMTG's operations, research and development, sales and marketing and general and administrative organizations, as well as TMTG's international operations. TMTG may face significant competition for employees, particularly engineers, designers and product managers, from other internet and high-growth companies, which include both publicly-traded and privately-held companies, and TMTG may not be able to hire new employees quickly enough to meet TMTG's needs. To attract highly skilled personnel, TMTG believes it will need to offer highly competitive compensation packages. As TMTG continues to grow, TMTG may be subject to the risks of over-hiring, over-compensating TMTG's employees and over-expanding TMTG's operating infrastructure, and to the challenges of integrating, developing, and motivating a rapidly growing employee base in various countries around the world. In addition, TMTG may not be able to innovate or execute as quickly as a smaller, more efficient organization. If TMTG fails to effectively manage TMTG's hiring needs and successfully integrate TMTG's new hires, TMTG's efficiency and ability to meet TMTG's forecasts and TMTG's employee morale, productivity and retention could suffer, and TMTG's business and operating results could be adversely affected.

The growth and expansion of TMTG's business and products create significant challenges for TMTG's management, operational, and financial resources, including managing multiple relations with users, advertisers, platform developers, and other third parties. In the event of continued growth of TMTG's operations, product offerings, or in the number of TMTG's third-party relationships, TMTG's information technology systems or TMTG's internal controls and procedures may not be adequate to support TMTG's operations. In addition, some members of TMTG's Management Team do not have significant experience managing a large global business operation, so TMTG's Management Team may not be able to manage such growth effectively. To effectively manage TMTG's growth, TMTG must continue to improve TMTG's operational, financial, and management processes and systems and to effectively expand, train, and manage TMTG's employee base. As TMTG's organization continues to grow, and TMTG is required to implement more complex organizational management structures, TMTG may find it increasingly difficult to maintain the benefits of TMTG's corporate culture, including TMTG's ability to quickly develop and launch new and innovative products. This could negatively affect TMTG's business performance.

TMTG faces significant competition for advertiser spend.

TMTG's revenue has initially been generated through ads on Truth Social, and TMTG aims to generate revenue via advertising on Truth+. Therefore, in order to grow TMTG's revenue and improve TMTG's operating results, TMTG aims to compete successfully with online and mobile businesses, including streaming services.

TMTG believes that its ability to compete effectively for advertiser spend depends upon many factors both within and beyond TMTG's control, including:

- the size and composition of TMTG's user base relative to those of TMTG's competitors;
- TMTG's ad targeting capabilities, and those of TMTG's competitors;
- the timing and market acceptance of TMTG's advertising services, and those of TMTG's competitors;
- the propensity of advertisers to support free speech-focused platforms like Truth Social and Truth+;
- TMTG's marketing and selling efforts, and those of TMTG's competitors;
- the pricing for TMTG's products relative to the advertising products and services of TMTG's competitors;
- the return TMTG's advertisers receive from TMTG's advertising services, and those of TMTG's competitors;
- TMTG's reputation and the strength of TMTG's brand relative to TMTG's competitors;
- the engagement of TMTG's users with TMTG's products;
- TMTG's ability to monetize Truth Social and Truth+, including TMTG's ability to successfully monetize mobile usage;
- TMTG's customer service and support efforts;
- TMTG's ability to establish and maintain developers' interest in building Truth Social and Truth+;
- acquisitions or consolidations within TMTG's industry, which may result in more formidable competitors; and
- TMTG's ability to cost-effectively manage and grow its operations.

If TMTG is unable to effectively compete due to these or other factors, TMTG's business could be harmed.

Consolidation in TMTG's industry could significantly increase competition.

In recent years, there have been significant acquisitions and consolidation by and among TMTG's potential competitors. TMTG anticipates this trend of consolidation will continue, which will present heightened competitive challenges for TMTG's business. Acquisitions by TMTG's competitors may result in reduced functionality of Truth Social. Any elimination of integration with Truth Social in the future may adversely impact TMTG's business and operating results.

Consolidation may also enable TMTG's larger competitors to offer bundled or integrated products that feature alternatives to Truth Social. Reduced functionality of Truth Social, or TMTG's competitors' ability to offer bundled or integrated products that compete directly with TMTG, may cause TMTG's user growth, user engagement and ad engagement to decline and advertisers to reduce their spending with TMTG. If TMTG is not able to compete effectively for users and advertiser spend its business and operating results would be materially and adversely affected.

Many of TMTG's potential competitors have significantly greater resources and better competitive positions in certain markets than TMTG does. These factors may allow TMTG's competitors to respond more effectively to new or emerging technologies and changes in market requirements. TMTG's competitors may develop products, features, or services that are similar to TMTG's or that achieve greater market acceptance, may undertake more far-reaching and successful product development efforts or marketing campaigns, or may adopt more aggressive pricing policies. In addition, platform partners may use information shared by TMTG's users through Truth Social in order to develop products or features that compete with TMTG. If TMTG is not able to effectively compete, TMTG's user base and level of user engagement may decrease, which could make TMTG less attractive to developers and advertisers and materially and adversely affect TMTG's revenue and results of operations.

Truth Social exists to provide its users a true free speech platform and avoid cancellation or censorship by Big Tech. There is nothing preventing Big Tech from ceasing to cancel different voices. If that were to happen, the number of users on TMTG's platform may decrease.

Action by governments to censor content on or restrict access to Truth Social in their countries could substantially harm TMTG's business and financial results.

It is possible that governments of one or more countries may seek to censor content available on Truth Social or Truth+ in their country or impose other restrictions that may affect the accessibility of Truth Social or Truth+ in their country for an extended period of time or indefinitely. In addition, governments in other countries may seek to restrict access to Truth Social from their country entirely if they consider TMTG to be in violation of their laws. In the event that access to Truth Social or Truth+ is restricted, in whole or in part, in one or more countries or TMTG's competitors are able to successfully penetrate geographic markets that TMTG cannot access, TMTG's ability to retain or increase TMTG's user base and user engagement may be adversely affected, TMTG may not be able to maintain or grow TMTG's revenue as anticipated, and TMTG's financial results could be adversely affected.

TMTG's new products, services and initiatives and changes to existing products, services and initiatives could fail to attract sufficient users and advertisers or generate revenue.

TMTG's ability to increase the size and engagement of Truth Social's user base, attract advertisers and generate revenue will depend in part on TMTG's ability to create successful new products and services, including Truth+ and Truth.Fi, both independently and in conjunction with third parties. TMTG may introduce significant changes to TMTG's existing products and services or develop and introduce new and unproven products and services, including technologies with which TMTG has little or no prior development or operating experience. If new or enhanced products or services fail to engage users and advertisers, TMTG may fail to attract or retain users or to generate sufficient revenue or operating profit to justify TMTG's investments, and TMTG's business and operating results could be adversely affected. In the future, TMTG may invest in new products, services, and initiatives to generate revenue, but there is no guarantee these approaches will be successful. If TMTG's strategic initiatives do not enhance TMTG's ability to monetize TMTG's products and services or enable it to develop new approaches to monetization, TMTG may not be able to maintain or grow TMTG's revenue or recover any associated development costs and TMTG's operating results could be adversely affected.

If TMTG's efforts to build and maintain strong brand identity, improve the user base for Truth Social and Truth+, and develop additional products are not successful, TMTG may not be able to attract or retain users, and TMTG's operating results will be affected adversely. If events occur that damage TMTG's reputation and brand, TMTG's ability to expand TMTG's base of users, developers and advertisers may be impaired, and TMTG's business and financial results may be harmed.

TMTG believes that its unique brand will significantly contribute to the success of TMTG's business. TMTG also believes that maintaining and enhancing TMTG's brand is critical to expanding its base of users, developers and advertisers. Maintaining and enhancing TMTG's brand will depend largely on TMTG's ability to continue to provide useful, reliable, trustworthy and innovative products, which TMTG may not do successfully. TMTG may introduce new products or terms of service that users do not like, which may negatively affect TMTG's brand. Additionally, the actions of TMTG's platform developers may affect TMTG's brand if users do not have a positive experience using third-party apps and websites integrated with Truth Social. TMTG's brand may also be negatively affected by the actions of users that are hostile towards President Donald J. Trump or towards other people, by users impersonating other people, by users identified as spam, by users introducing excessive amounts of spam on TMTG's platform, by third parties obtaining control over users' accounts or by unauthorized access to TMTG's data or TMTG's users' data. TMTG expects that in the future TMTG may experience media, judicial, legislative, or regulatory scrutiny of TMTG's decisions regarding user privacy, data use, encryption, content, product design, algorithms, advertising, or other issues, which may adversely affect TMTG's reputation and brand. TMTG also may fail to provide adequate customer service, which could erode confidence in TMTG's platform. Maintaining and enhancing TMTG's platform may require it to make substantial investments, and these investments may not be successful. If TMTG fails to successfully promote and maintain its platform or if it incurs excessive expenses in this effort, TMTG's business and financial results may be adversely affected.

Any significant disruption in service on Truth Social or Truth+, or in TMTG's information systems, could result in a loss of users or subscribers.

Users and subscribers will access Truth Social and Truth+ through TMTG's website and related mobile applications. TMTG's reputation and ability to attract, retain and serve TMTG's subscribers is dependent upon the reliable performance of TMTG's website and related apps, network infrastructure and fulfillment processes. Interruptions in these systems could make TMTG's website unavailable and hinder TMTG's ability to fulfill selections. Some of TMTG's software is proprietary, and TMTG may rely on the expertise of members of TMTG's engineering and software development teams for the continued performance of TMTG's software and computer systems. Service interruptions or the unavailability of TMTG's website could diminish the overall attractiveness of TMTG's subscription service to existing and potential subscribers.

TMTG's servers may be vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to interruptions and delays in TMTG's service and operations and loss, misuse or theft of data. TMTG's website may periodically experience directed attacks intended to cause a disruption in service. Any attempts by hackers to disrupt TMTG's website service or TMTG's internal systems, if successful, could harm TMTG's business, be expensive to remedy and damage TMTG's reputation. Efforts to prevent hackers from entering TMTG's computer systems may be expensive to implement and may limit the functionality of TMTG's services. Any significant disruption to TMTG's website or internal computer systems could result in a loss of subscribers and adversely affect TMTG's business and results of operations.

TMTG's industries, including financial products, are prone to cyber-attacks by third parties seeking unauthorized access to TMTG's data or users' data or to disrupt TMTG's ability to provide service. TMTG's products and services involve the collection, storage, processing, and transmission of a large amount of data. Any failure to prevent or mitigate security breaches and improper access to or disclosure of TMTG's data or user data, including personal information, content, or payment information from users, or information from marketers, could result in the loss, modification, disclosure, destruction, or other misuse of such data, which could harm TMTG's business and reputation and diminish TMTG's competitive position. In addition, computer malware, viruses, social engineering (such as spear phishing attacks), scraping, and general hacking are prevalent in TMTG's industry and are likely to occur on TMTG's systems in the future. TMTG will also regularly encounter attempts to create false or undesirable user accounts, purchase ads, or take other actions on TMTG's platform for purposes such as spamming, spreading misinformation, or other illegal, illicit, or otherwise objectionable ends. As a result of TMTG's prominence, the prominence and involvement of President Donald J. Trump, the size of TMTG's user base, the types and volume of personal data and content on TMTG's systems, and the evolving nature of TMTG's products and services (including TMTG's efforts involving new and emerging technologies), TMTG believes that it is a particularly attractive target for such breaches and attacks, including from nation states and highly sophisticated, state-sponsored, or otherwise well-funded actors, and TMTG may experience heightened risk from time to time as a result of geopolitical events. TMTG's efforts to address undesirable activity on TMTG's platform also increase the risk of retaliatory attacks. Such breaches and attacks may cause interruptions to the services TMTG provides, degrade the user experience, cause users or marketers to lose confidence and trust in TMTG products, impair TMTG's internal systems, or result in financial harm to TMTG. TMTG's efforts to protect its company data or the information it receives, and to disable undesirable activities on TMTG's platform, may also be unsuccessful due to software bugs or other technical malfunctions; employee, contractor, or vendor error or malfeasance, including defects or vulnerabilities in TMTG's vendors' information technology systems or offerings; government surveillance; breaches of physical security of TMTG's facilities or technical infrastructure; or other threats that evolve. For example, in June 2025, TMTG was informed by its auditor that the auditor's internal shared drive—including certain data and information belonging to or relating to TMTG—was compromised in a cyber-attack. Although TMTG has not, as of the date of this quarterly report, determined this incident to have been material with respect to TMTG, it highlights the risk described above.

In addition, third parties may attempt to fraudulently induce employees or users to disclose information in order to gain access to TMTG's data or TMTG's users' data. Cyberattacks continue to evolve in sophistication and volume, and inherently may be difficult to detect for long periods of time. Although TMTG has developed systems and processes that are designed to protect its data and user data, to prevent data loss, to disable undesirable accounts and activities on TMTG's platform, and to prevent or detect security breaches, TMTG cannot guarantee that such measures will provide absolute security, that TMTG will be able to react in a timely manner, or that TMTG's remediation efforts will be successful. The changes in TMTG's work environment as a result of certain personnel working remotely could also impact the security of TMTG's systems, as well as TMTG's ability to protect against attacks and detect and respond to them quickly.

TMTG is subject to various laws and regulations in the United States and abroad relating to cybersecurity and data protection. Consequently, affected users or government authorities could initiate legal or regulatory actions against TMTG in connection with any actual or perceived security breaches or improper access to or disclosure of data, including payment information. Such an incident or incidents could cause TMTG to incur significant expense and liability or result in orders or consent decrees forcing TMTG to modify its business practices. Such an incident or incidents, or TMTG's efforts to remediate the same, may also result in a decline in TMTG's user base or engagement levels. Such an incident or incidents could have a material and adverse effect on TMTG's business, reputation or financial results.

TMTG's communications hardware and the computer hardware used to operate Truth Social and Truth+ are hosted at the facilities of third-party providers. Hardware for TMTG's delivery systems is intended to be maintained in TMTG's data centers. Fires, floods, earthquakes, adverse weather conditions, other natural disasters, power losses, telecommunications failures, cyber-attacks, public health crises, terrorism, geopolitical conflict, break-ins, and similar events could damage these systems and hardware or cause them to fail completely. Problems faced by TMTG's third-party party could impact adversely the experience of TMTG's customer. Any of these problems could harm TMTG's reputation and adversely affect TMTG's business.

The Company may also be susceptible to cybersecurity threats through its third-party service providers. For example, our independent public accounting firm was subject to a data breach and, while there is no determination of the effect on the Company of the breach, the Company continues to evaluate such effects.

Improper access to or disclosure of TMTG's users' information could harm TMTG's reputation and adversely affect TMTG's business.

TMTG's efforts to protect the information that TMTG's users have chosen to share using Truth Social may be unsuccessful due to the actions of third parties, software bugs or other technical malfunctions, employee error or malfeasance, or other factors. In addition, third parties may attempt to fraudulently induce employees or users to disclose information in order to gain access to TMTG's data or TMTG's users' data. If any of these events occur, TMTG's users' information could be accessed or disclosed improperly. Truth Social's Data Privacy Policy governs the use of information that users have chosen to share using Truth Social. Some platform developers may store information provided by TMTG's users through apps on the Truth Social platform or websites integrated with Truth Social. As TMTG expands its Truth.Fi and payments platforms, it may gain access to more sensitive user information, including credit card, payment, and other sensitive personally identifiable information, and will be reliant on third-party partners, including our payments processor. If these third parties or platform developers fail to adopt or adhere to adequate data security practices or fail to comply with TMTG's terms and policies, or in the event of a breach of their networks, TMTG's users' data may be improperly accessed or disclosed. Any incidents involving unauthorized access to or improper use of the information of TMTG's users could damage TMTG's reputation and TMTG's brand and diminish TMTG's competitive position. In addition, the affected users or government authorities could initiate legal or regulatory action against TMTG in connection with such incidents, which could cause TMTG to incur significant expense and liability or result in orders or consent decrees forcing TMTG to modify its business practices. Any of these events could have a material and adverse effect on TMTG's business, reputation or financial results.

False, misleading, and unfavorable media coverage could negatively affect TMTG's business.

TMTG may receive a high degree of media coverage around the world, including regarding, without limitation, TMTG's privacy practices, product changes, product quality, litigation or regulatory activity, or the actions of TMTG's platform or developers or TMTG's users. For example, numerous media outlets reported on the fact that, in June 2022, TMTG received subpoenas from the SEC and a federal grand jury sitting in the Southern District of New York seeking documents relating to, among other things, Digital World and other potential counterparties. In or about October 2022, a now-former TMTG Sub employee initiated a series of unauthorized leaks of Private TMTG's confidential information to various media outlets, which resulted in the publication of numerous stories portraying Private TMTG and its management in a negative light.

On May 20, 2023, Private TMTG filed a \$3.8 billion defamation lawsuit against The Washington Post in connection with a May 13, 2023 article. On July 12, 2024, TMTG filed in Florida state court an action for defamation, injurious falsehood, and civil conspiracy against Guardian News and Media Ltd., Penske Media Corporation, a Sarasota Herald-Tribune reporter, and the above-referenced former TMTG Sub employee. These matters remain pending, and the court denied The Washington Post's motion to dismiss TMTG's second amended complaint on June 6, 2024.

Notwithstanding such ongoing litigation, media outlets continue to publish false and misleading information about TMTG. For example, numerous publications mischaracterized a January 28, 2025 issuance of equity compensation to TMTG's non-employee directors as a "gift"—despite a clear statement in the relevant filings that it was "consideration for services," i.e., not a gift. Thus, whatever factual information TMTG includes in its disclosures and other public statements may be twisted and distorted when conveyed to the public and the market. Such fake news could harm TMTG's business, reputation, stock price, and/or ability to transact with its third-party providers. Negative publicity also could have an adverse effect on the size, engagement, and loyalty of TMTG's user base and result in decreased revenue, which could adversely affect TMTG's business and financial results.

TMTG operates in new and evolving industries. TMTG may not be able to respond to changes in market conditions or to new or emerging technologies.

You should take into account the risks and uncertainties frequently encountered by new companies in rapidly evolving markets. TMTG's financial results in any given quarter can be influenced by numerous factors, many of which TMTG is unable to predict or is outside of TMTG's control, including:

- TMTG's ability to maintain and grow TMTG's user base and user engagement;
- TMTG's ability to attract and retain advertisers in a particular period;
- seasonal fluctuations in spending by TMTG's advertisers;
- the number of ads shown to users;
- the pricing of TMTG's ads and other products;
- TMTG's ability to increase payments and other fees revenue;
- the diversification and growth of revenue sources beyond advertising and payments;
- the development and introduction of new products or services by TMTG or its competitors;
- increases in marketing, sales, and other operating expenses that TMTG may incur to grow and expand TMTG's operations and to remain competitive;
- TMTG's ability to maintain gross margins and operating margins;
- TMTG's ability to obtain equipment and components for TMTG's data centers and other technical infrastructure in a timely and cost-effective manner;
- system failures or breaches of security or privacy;
- inaccessibility of the Truth ecosystem due to third-party actions;
- adverse litigation judgments, settlements, or other litigation-related costs;

- changes in the legislative or regulatory environment, including with respect to privacy, or enforcement by government regulators, including fines, orders, or consent decrees;
- fluctuations in currency exchange rates and changes in the proportion of TMTG's revenue and expenses denominated in foreign currencies;
- fluctuations in the market values of TMTG's portfolio investments and in interest rates;
- changes in U.S. GAAP; and
- changes in business or macroeconomic conditions.

If TMTG's security measures are breached, or if TMTG's products and services are subject to attacks that degrade or deny the ability of users to access TMTG's products and services, TMTG's products and services may be perceived as not being secure, users and advertisers may curtail or stop using TMTG's products and services and TMTG's business and operating results could be harmed.

TMTG's industry is prone to cyber-attacks by third parties seeking unauthorized access to TMTG's data, TMTG's users' data, or TMTG's advertisers' data. In addition, computer malware, viruses, social engineering (such as spear phishing attacks), scraping, and general hacking continue to be prevalent in TMTG's industry and are likely to occur on TMTG's systems in the future. TMTG's products and services involve the storage and transmission of users' and advertisers' information, and security breaches expose it to a risk of loss of this information, litigation and potential liability. TMTG may experience cyber-attacks and other cybersecurity risks of varying degrees on a regular basis, and as a result, unauthorized parties may obtain access to TMTG's data or TMTG's users' or advertisers' data. TMTG's security measures may also be breached due to employee error, malfeasance or otherwise. Additionally, outside parties may attempt to fraudulently induce employees, users or advertisers to disclose sensitive information in order to gain access to TMTG's data or TMTG's users' or advertisers' data or accounts, or may otherwise obtain access to such data or accounts. Since TMTG's users and advertisers may use their Truth Social accounts to establish and maintain online identities, unauthorized communications from Truth Social accounts that have been compromised may damage their reputations and brands as well as TMTG's. Any such breach or unauthorized access could result in significant legal and financial exposure, damage to TMTG's reputation and a loss of confidence in the security of TMTG's products and services that could have an adverse effect on TMTG's business and operating results. Because the techniques used to obtain unauthorized access, disable, or degrade service or sabotage systems change frequently and often are not recognized until launched against a target, TMTG may be unable to anticipate these techniques or to implement adequate preventative measures. If an actual or perceived breach of TMTG's security occurs, the market perception of the effectiveness of TMTG's security measures could be harmed, TMTG could lose users and advertisers and TMTG may incur significant legal and financial exposure, including legal claims and regulatory fines and penalties. Any of these actions could have a material and adverse effect on TMTG's business, reputation, and operating results.

TMTG may rely in part on application marketplaces and internet search engines to drive traffic to TMTG's products and services, and if TMTG fails to appear high up in the search results or rankings, traffic to Truth Social and Truth+ could decline and TMTG's business and operating results could be adversely affected.

Although TMTG offers a web application for Truth Social and Truth+, TMTG may rely on application marketplaces, such as Apple's App Store and Google's Play Store, to drive downloads of TMTG's mobile application. In the future, Apple, Google, or other operators of application marketplaces may make changes to their marketplaces which make access to TMTG's products and services more difficult or impossible. Additionally, third parties may attempt to pressure Apple and Google to remove Truth Social from their application marketplaces, and such removal may constitute a force majeure event under the operative version of TMTG's License Agreement with President Donald J. Trump (the "License Agreement"), which allows TMTG to use "Trump Media & Technology Group Corp." as its name and to use the name and likeness of President Donald J. Trump, subject to certain limitations. Such a force majeure event may relieve President Donald J. Trump of any obligation to post on or otherwise use Truth Social for so long as such event continues.

TMTG may also depend in part on internet search engines, such as Google, Bing, and Yahoo!, to drive traffic to Truth Social and Truth+. For example, when a user types an inquiry into a search engine, TMTG may rely on a high organic search result ranking of TMTG's web pages in these search results to refer the user to Truth Social. However, TMTG's ability to maintain high organic search result rankings is not within TMTG's control. TMTG's competitors' search engine optimization ("SEO") efforts may result in their websites receiving a higher search result page ranking than TMTG's, or internet search engines could revise their methodologies in a way that would adversely affect TMTG's search result rankings. For example, Google has integrated its social networking offerings, including Google+, with certain of its products, including search, which could negatively impact the organic search ranking of TMTG's web pages. If internet search engines modify their search algorithms in ways that are detrimental to us, or if TMTG's competitors' SEO efforts are more successful than TMTG's, the growth in Truth Social's and Truth+'s user base could slow. TMTG anticipates fluctuations in search result rankings in the future. Any reduction in the number of users directed to TMTG's mobile applications or website through application marketplaces and search engines could harm TMTG's business and operating results.

More people are using devices other than personal computers to access the internet and new platforms to produce and consume content, and TMTG needs to promote the adoption of TMTG's mobile applications, and TMTG's business and operating results may be harmed if TMTG is unable to do so.

The number of people who access the internet through devices other than personal computers, including mobile phones, smartphones, handheld computers such as net books and tablets, video game consoles and television set-top devices, has increased dramatically in the past few years. There are 8.6 billion mobile phones worldwide in 2025. Since TMTG may generate a majority of TMTG's advertising revenue through users on mobile devices, TMTG must continue to drive adoption of TMTG's mobile applications. In addition, mobile users frequently change or upgrade their mobile devices. TMTG's business and operating results may be harmed if TMTG's users do not install Truth Social application when they change or upgrade their mobile device. In addition, as new devices and platforms are continually being released, users may consume content in a manner that is more difficult to monetize. It is difficult to predict the problems TMTG may encounter in adapting TMTG's products and services and developing competitive new products and services that are compatible with new devices or platforms. If TMTG is unable to develop products and services that are compatible with new devices and platforms, or if TMTG is unable to drive continued adoption of TMTG's mobile applications, TMTG's business and operating results may be harmed.

TMTG's business is dependent on its ability to maintain and scale TMTG's technical infrastructure, and any significant disruption in TMTG's service could damage TMTG's reputation, result in a potential loss of users and engagement, and adversely affect TMTG's financial results.

TMTG's reputation and ability to attract, retain and serve TMTG's users is dependent upon the reliable performance of Truth Social and TMTG's underlying technical infrastructure. TMTG's systems may not be adequately designed with the necessary reliability and redundancy to avoid performance delays or outages or service disruptions that could be harmful to TMTG's business. If any part of the Truth ecosystem is unavailable when users attempt to access it, or if it does not load as quickly as they expect, users may not return to TMTG's website as often in the future, or at all. As TMTG's user base and the amount and types of information shared on the Truth ecosystem continue to grow, TMTG will need an increasing amount of technical infrastructure, including network capacity, and computing power, to continue to satisfy the needs of TMTG's users. It is possible that TMTG may fail to effectively scale and grow TMTG's technical infrastructure to accommodate these increased demands. In addition, as stated above, TMTG's business is subject to interruptions, delays, or failures resulting from earthquakes, other natural disasters, terrorism, or other catastrophic events.

A substantial portion of TMTG's network infrastructure will be provided by third parties. Any disruption or failure in the services TMTG receives from these providers could harm TMTG's ability to handle new or increased traffic and could significantly harm TMTG's business. Any financial or other difficulties these providers face may adversely affect TMTG's business, and TMTG exercise little control over these providers, which increases TMTG's vulnerability to problems with the services they provide.

TMTG's software is highly technical, and if it contains undetected errors, TMTG's business could be adversely affected. TMTG's business and operating results may be harmed by a disruption in TMTG's service, or by TMTG's failure to timely and effectively scale and adapt TMTG's existing technology and infrastructure.

One of the reasons people will come to Truth Social and Truth+ is for real-time information. TMTG in the future may experience service disruptions, outages, and other performance problems due to a variety of factors, including infrastructure changes, human or software errors, hardware failure, capacity constraints due to an overwhelming number of people accessing TMTG's products and services simultaneously, computer viruses and denial of service or fraud or security attacks. Although TMTG will invest significantly to improve the capacity, capability, and reliability of TMTG's infrastructure, TMTG cannot guarantee that TMTG will serve all traffic equally through data centers that support TMTG's platform. Accordingly, in the event of a significant issue at a data center supporting significant network traffic, some of TMTG's products and services may become inaccessible to the public or the public may experience difficulties accessing TMTG's products and services. Any disruption or failure in TMTG's infrastructure could hinder TMTG's ability to handle existing or increased traffic on TMTG's platform, which could significantly harm TMTG's business.

As the number of TMTG's users increases and TMTG's users generate more content, including photos and videos hosted by Truth Social and Truth+, TMTG may be required to expand and adapt TMTG's technology and infrastructure to continue to reliably store, serve and analyze this content. It may become increasingly difficult to maintain and improve the performance of TMTG's products and services, especially during peak usage times, as TMTG's products and services become more complex and TMTG's user traffic increases. In addition, because TMTG may lease TMTG's data center facilities, TMTG cannot be assured that TMTG will be able to expand TMTG's data center infrastructure to meet user demand in a timely manner, or on favorable economic terms. If TMTG users are unable to access Truth Social or Truth+, or TMTG is not able to make information available rapidly on Truth Social or Truth+, users may seek other channels to obtain the information, and may not return to Truth Social or use Truth Social as often in the future, or at all. This would negatively impact TMTG's ability to attract users and advertisers and increase engagement of TMTG's users. TMTG expects to continue to make significant investments to maintain and improve the capacity, capability, and reliability of TMTG's infrastructure. To the extent that TMTG does not effectively address capacity constraints, upgrade TMTG's systems as needed and continually develop TMTG's technology and infrastructure to accommodate actual and anticipated changes in technology, TMTG's business and operating results may be harmed.

TMTG's products may incorporate software that is highly technical and complex. TMTG's software may now or in the future contain, undetected errors, bugs, or vulnerabilities. Some errors in TMTG's software code may only be discovered after the code has been released. Any errors, bugs, or vulnerabilities discovered in TMTG's code after release could result in damage to TMTG's reputation, loss of users, loss of revenue, or liability for damages, any of which could adversely affect TMTG's business and financial results.

Computer malware, viruses, hacking, and phishing attacks, scamming and spamming could harm TMTG's business and results of operations. Excessive scamming activity or spam could diminish the user experience on TMTG's platform, which could damage TMTG's reputation and deter TMTG's current and potential users from using TMTG's products and services.

Computer malware, viruses, hacking, and phishing attacks have become more prevalent in TMTG's industry and may occur on TMTG's systems in the future. In addition, scammers may use TMTG's platforms to initiate or conduct fraudulent or dishonest schemes to gain money or possessions from Truth Social users. Because of TMTG's prominence, and the prominence of President Donald J. Trump in TMTG, TMTG believes that TMTG is a particularly attractive target for such attacks. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security, and availability of TMTG's products and technical infrastructure to the satisfaction of TMTG's users may harm TMTG's reputation and TMTG's ability to retain existing users and attract new users.

"Spam" on Truth Social refers to a range of abusive activities that are prohibited by TMTG's terms of service and is generally defined as unsolicited, repeated actions that negatively impact other users with the general goal of drawing user attention to a given account, site, product or idea. This includes posting large numbers of unsolicited mentions of a user, duplicating content, misleading links (e.g., to malware or click-jacking pages) or other false or misleading content, and aggressively following and un-following accounts, adding users to lists, sending invitations, retruthing and favoriting content to inappropriately attract attention. TMTG's terms of service also prohibit the creation of serial or bulk accounts, using automation, for disruptive or abusive purposes, such as to truth spam or to artificially inflate the popularity of users seeking to promote themselves on Truth Social. Although TMTG will continue to invest resources to reduce scammer activity and spam on Truth Social, TMTG expects scammers and spammers will continue to seek ways to act inappropriately on TMTG's platform. In addition, TMTG expects that increases in the number of users on TMTG's platform will result in increased efforts by scammers and spammers to misuse TMTG's platform. TMTG cannot guarantee that TMTG will successfully and continuously combat scammers and spam, including by suspending or terminating accounts TMTG believes to be spammers and launching algorithmic changes focused on curbing abusive activities. TMTG's actions to combat scammers and spam require the diversion of significant time and focus of TMTG's engineering team from improving TMTG's products and services. If scammer activity or spam increases on Truth Social, this could hurt TMTG's reputation for delivering relevant content or reduce user growth and user engagement and result in continuing operational cost to us.

In addition, spammers attempt to use TMTG's products to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make Truth Social less user-friendly. TMTG cannot be certain that the technologies and employees tasked with defeating spamming attacks will be able to eliminate all spam messages from being sent on TMTG's platform. As a result of spamming activities, TMTG's users may use Truth Social less or stop using TMTG's products altogether.

Misleading solicitations and digital advertisements, including solicitations that are unaffiliated with TMTG, could harm TMTG's credibility or reputation.

Third-party Truth Social and Truth+ advertisers may seek to express or imply the endorsement of TMTG or President Donald J. Trump in circumstances where no such endorsement exists. People may solicit customers to Truth products, or purport to solicit customers to Truth products, without TMTG's knowledge and may even get paid in the process. For example, the fundraising committee of a U.S. Senator's campaign has sent several email solicitations which claim to be an exclusive opportunity to sign up for a "brand-new social site" launched by President Donald J. Trump. The email solicitations specifically urge their recipients to donate campaign funds with the message, "please don't be the reason Trump's social site fails." Misleading solicitations could adversely impact TMTG's user base, which may find them undesirable. It is possible that there are or will be more misleading advertisements or solicitations claiming affiliation with TMTG. If these misleading solicitations and ads damage the reputation of TMTG or the desire of people to use Truth Social, TMTG's results of operations may be adversely affected.

Bot networks could disrupt Truth Social's operations or degrade the Truth Social's user experience.

Bots—software applications that are programmed to do certain tasks and imitate the behavior of humans—often attempt to proliferate on social media networks. TMTG prioritizes preventing, detecting, and eliminating bots from Truth Social. If these efforts are unsuccessful, bots could pose significant challenges to the smooth technical operation of the platform, impact the accuracy of certain data that TMTG may collect regarding user statistics, or degrade Truth Social's user experience, which seeks to promote genuine interaction among humans.

TMTG plans to expand its operations abroad where TMTG has limited operating experience and may be subject to increased business and economic risks that could affect TMTG's financial results.

TMTG plans to continue expanding TMTG's business operations by offering TMTG's products around the globe. TMTG has recently entered new international markets where TMTG has limited or no experience in marketing, selling, and deploying TMTG's products. If TMTG fails to deploy or manage its operations in international markets successfully, its business may suffer. In addition, TMTG is subject to a variety of risks inherent in doing business internationally, including:

- political, social, or economic instability;
- risks related to the legal and regulatory environment in foreign jurisdictions, including with respect to privacy, and unexpected changes in laws, regulatory requirements, and enforcement;
- potential damage to TMTG's brand and reputation due to compliance with local laws, including potential censorship or requirements to provide user information to local authorities;
- fluctuations in currency exchange rates;
- higher levels of credit risk and payment fraud;
- enhanced difficulties of integrating any foreign acquisitions;
- burdens of complying with a variety of foreign laws;
- reduced protection for intellectual property rights in some countries;
- difficulties in staffing and managing global operations and the increased travel, infrastructure, and legal compliance costs associated with multiple international locations;
- compliance with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and similar laws in other jurisdictions; and
- compliance with statutory equity requirements and management of tax consequences.

If TMTG is unable to manage the complexity of its global operations successfully, its financial results could be adversely affected.

TMTG plans to continue making acquisitions that could require significant management attention, disrupt its business, acquire new capital, result in dilution to its stockholders, and adversely affect its financial results.

As a key part of its business strategy, TMTG is, and intends to continue, evaluating certain acquisitions of business and/or technologies. Such acquisitions might entail the addition and/or combination of employees, companies, products, services, technologies and/or entire businesses or business units that may function as new subsidiaries of TMTG. However, prior to its acquisition of WCT, TMTG had not previously completed any such strategic transaction. As a result, its ability to successfully acquire and integrate assets or larger or more significant companies, products, or technologies is unproven. As such, TMTG may struggle to leverage resources effectively to capitalize on the benefits of an acquisition and execute its business plan. Furthermore, in the future, TMTG may not be able to find other suitable acquisition candidates and complete acquisitions on favorable terms or at all. TMTG's future acquisitions may not achieve its goals, and any future acquisitions that TMTG completes could be viewed negatively by users, developers, advertisers, or investors.

If TMTG fails to successfully integrate assets or entities, or the technologies associated with any of its acquisitions, into the Truth ecosystem, or any future product offerings, the revenue and operating results of TMTG could be adversely affected. Any integration process may require significant time and resources, and TMTG may not be able to manage the process successfully. TMTG may not successfully evaluate or utilize the acquired technology or personnel, or accurately forecast the financial impact of an acquisition transaction, including accounting charges. TMTG may have to pay cash, incur debt, or continue to issue equity securities to pay for any such acquisition, any of which could adversely affect TMTG's financial results. The sale of equity or issuance of debt to finance any such acquisitions could dilute existing TMTG's stockholders. The incurrence of indebtedness would result in increased fixed obligations and could also include covenants or other restrictions that would impede TMTG's ability to manage TMTG's operations.

TMTG depends on numerous third-parties to operate successfully, and many of these third parties may not want to engage with TMTG to provide any services. This may limit TMTG's ability to operate, raise capital, or generate revenue.

To operate successfully, TMTG relies on third parties to provide services such as web hosting, content monitoring and technology development. TMTG also partners with third parties to provide various non-technical business services, and generates revenue from third-party advertisers who place advertisements on Truth Social via TMTG's advertising partners. To date, several potential and former third-party partners have expressed an unwillingness or reluctance to work or continue working on TMTG's products or provide services for reasons including TMTG's connection with President Donald J. Trump. To the extent TMTG needs to raise additional capital or generate additional advertising revenue, TMTG will need to engage with lawyers, accountants, financial institutions, investment bankers, and/or prospective advertisers, and it is possible that some third parties will refuse to engage with TMTG. If TMTG is unable to successfully engage third parties, TMTG's ability to develop and improve its products, raise additional capital, or generate advertising revenue will be limited. Additionally, if current technical or non-technical service providers discontinue an existing relationship with TMTG, such discontinuity could disrupt or cause inconvenience to TMTG's business operations until replacement service providers are identified and engaged.

If TMTG encounters issues with the rollout and implementation of its streaming content plans, TMTG may delay or decide not to fully implement the service, which may affect TMTG's growth strategy and operations.

On July 3, 2024, TMTG, WCT, Solutions and JedTec entered into the Asset Acquisition Agreement, as well as ancillary agreements relating to streaming technology with WCT and its affiliates, pursuant to which WCT assigned TMTG an irrevocable, non-exclusive, worldwide, perpetual right and license to forever retain, copy, reproduce, use, modify, enhance, create modifications and derivative works of, display, distribute, perform, compile, execute, sublicense, and otherwise exploit the Source Code and all resulting compiled software for commercial exploitation. In addition, Perception and its affiliates agreed not to use or permit other parties to use the source code until August 9, 2029 for any purpose that competes, in the United States, with the Truth platform or commercialization of such source code in the United States. The transaction closed on August 9, 2024.

TMTG plans to roll out its streaming content in three phases: Phase 1: Introduce Truth Social's content CDN for streaming live TV to the Truth Social app for Android, iOS, and Web. On August 7, 2024, TMTG announced that TV streaming had become available via all three modalities. Phase 2: Release stand-alone Truth Social over-the-top streaming apps for phones, tablets, and other devices. As of October 21, 2024, TMTG had announced that Truth+ streaming had been released as a standalone product on Android, iOS, and Web. Phase 3: Release Truth Social streaming apps for home TV. As of October 23, 2024, TMTG had announced that Truth+ streaming had been released on Apple TV, Android TV, and Amazon Fire TV. As part of the roll out of Truth+, TMTG obtained data center services and related equipment for the project. On March 19, 2025 and May 22, 2025, respectively, TMTG announced the release of Truth+ streaming and on-demand content via Roku. On April 9, 2025, TMTG announced that the Truth+ mobile and streaming TV applications had been made available in Canada and Mexico, as well as the United States. On July 7, 2025, TMTG announced the successful launch of global streaming. Since the initial launch of Truth+, TMTG has steadily added both on-demand content and live 24-hour news streams. TMTG is actively developing various means of monetizing the Truth+ platform, including through advertising. On July 9, 2025, TMTG announced the public beta testing of a subscription plan with premium content, the Patriot Package—and that, in the future, Patriot Package subscribers will accumulate Truth gems, which will eventually be tied to a utility token on both Truth Social and Truth+. On August 7, 2025, TMTG announced that Truth+ launched a slate of on-demand content from the Great American Media broadcaster—home to a wide array of programming and brands, spanning faith, comedies, dramas, classic series, lifestyle content, and more, and on August 7, 2025, TMTG announced that Truth+ has added British news broadcaster GB News to the Truth+ platform.

TMTG began generating revenue from this technology during 2025, upon the successful implementation of all three phases and launch of the Patriot Package.

The foregoing revenue generation expectations are preliminary and depend on several factors, many of which are outside of TMTG's control, including TMTG's ability to generate revenue its CDN technology. This may depend on TMTG's ability to develop, integrate and effectively capitalize on the benefits of such technology, and successfully complete beta testing. Any delays or challenges in these areas could materially affect the timeline and/or implementation of the CDN technology. If TMTG is unable to address these challenges effectively, it could result in significant delays, increased costs, and the inability to meet revenue timeline expectations. Any of these risks may lead to TMTG deciding to cease the implementation of the rollout of TMTG's streaming content and CDN technology altogether, which would have a material adverse effect on TMTG's growth strategy and may result in an adverse effect on the results and operations of TMTG.

The success of Truth.Fi will be dependent in part on TMTG's ability to properly roll out services, gain market adoption and regulatory approvals.

The success of Truth.Fi will depend on the ability of TMTG and/or its partners to successfully roll out its planned financial services products; construct customized separately managed accounts and customized exchange traded funds, and other investment vehicles; obtain required regulatory approvals, licenses and permits; and to gain market adoption and consumer interest. If TMTG is not able to develop Truth.Fi as planned, it may adversely affect TMTG's business, operations and financial condition.

The loss of key personnel or the inability of replacements to quickly and successfully perform in their new roles could adversely affect TMTG's business.

TMTG depends on the leadership and experience of its relatively small number of key executive management personnel, including its CEO. Any departure of key personnel or significant diversion of management attention away from ongoing business concerns and any difficulties encountered in the transition and integration process could have a material adverse effect on TMTG's business, financial condition and results of operations. The loss of the services of these key employees or TMTG's executive management members could have a material adverse effect on TMTG's business and prospects, as TMTG may not be able to find suitable individuals to replace such personnel on a timely basis or without incurring increased costs. Furthermore, if TMTG loses or terminates the services of one or more of its key employees or if one or more of TMTG's current or former executives or key employees joins a competitor or otherwise competes with TMTG, it could impair TMTG's business and its ability to successfully implement TMTG's business plan. Additionally, if TMTG is unable to hire qualified replacements for its executive and other key positions in a timely fashion, its ability to execute its business plan would be harmed. Even if TMTG can quickly hire qualified replacements, TMTG could experience operational disruptions and inefficiencies during any such transition. TMTG believes that its future success will depend on its continued ability to attract and retain highly skilled and qualified personnel.

In addition, many of TMTG's key technologies and systems will be custom-made for TMTG's business by TMTG's personnel. The loss of key engineering, product development, marketing and sales personnel could disrupt TMTG's operations and have an adverse effect on TMTG's business.

As TMTG continues to grow, TMTG cannot guarantee that it will continue to attract the personnel it needs to maintain its competitive position. In particular, TMTG intends to hire additional technically-skilled personnel, and TMTG expects to face significant competition from other companies in hiring such personnel. As TMTG matures, the incentives to attract, retain and motivate employees provided by TMTG's equity awards or by future arrangements, such as through cash bonuses, may not be effective. If TMTG does not succeed in attracting, hiring and integrating excellent personnel, or retaining and motivating existing personnel, TMTG may be unable to grow effectively.

If securities or industry analysts do not publish research or reports about TMTG's business, if they change their recommendations regarding TMTG common stock or if TMTG's operating results do not meet their expectations, the TMTG common stock price and trading volume could decline.

The trading market for TMTG common stock will depend in part on the research and reports that securities or industry analysts publish about TMTG or its businesses. If no securities or industry analysts commence coverage of TMTG, the trading price for TMTG common stock could be negatively impacted. In the event securities or industry analysts initiate coverage, if one or more of the analysts who cover TMTG downgrade its securities or publish unfavorable research about its businesses, or if TMTG's operating results do not meet analyst expectations, the trading price of TMTG common stock would likely decline. If one or more of these analysts cease coverage of TMTG or fail to publish reports on TMTG regularly, demand for TMTG's Common Stock could decrease, which might cause TMTG's common stock price and trading volume to decline.

Economic downturns and market conditions beyond TMTG's control could adversely affect its business, financial condition and operating results.

TMTG's business depends on the overall demand for advertising and on the economic health of advertisers that benefit from Truth Social. Economic downturns or unstable market conditions may cause advertisers to decrease their advertising budgets, which could reduce spend with Truth Social and adversely affect TMTG's business, financial condition and operating results. For example, to the extent there is a disruption in economic activity globally, it could adversely affect TMTG's business, financial condition and operating results through prolonged decreases in advertising spend, credit deterioration of TMTG's customers, depressed economic activity, or declines in capital markets.

TMTG's business is subject to the risks of earthquakes, fire, power outages, floods, and other catastrophic events, and to interruption by man-made problems such as terrorism.

A significant natural disaster, such as an earthquake, fire, flood, cyber-attacks, terrorism, geopolitical conflict or significant power outage could have a material adverse impact on TMTG's business, operating results, and financial condition. TMTG does not carry business interruption insurance sufficient to compensate TMTG for the potentially significant losses, including the potential harm to TMTG's business that may result from interruptions in TMTG's ability to provide TMTG's products and services.

TMTG carries a large amount of cash, cash equivalents, restricted cash, and short-term investments on its balance sheet, which could expose it to additional risks.

TMTG has carried and may continue to carry a large amount of cash, cash equivalents, restricted cash, and short-term investments on its balance sheet. As of December 31, 2025, TMTG has approximately \$470.9 million of cash, cash equivalents, restricted cash, and short-term investments. As of the date of this Annual Report, TMTG holds such assets in cash and other low-risk investments from which it may interest income commensurate with prevailing rates. If interest rates decline, TMTG's interest income could decrease materially. In addition, the amount of our cash assets may exceed the amount of the FDIC's deposit insurance, exposing us to additional losses or failures in the banking system.

We may invest in or write options on securities, which may result in our bearing the risk of loss should the underlying security change in value during the life of the option.

There are several risks associated with transactions in options on securities. For example, there are significant differences between the securities and options markets that could result in an imperfect correlation between these markets, causing a given transaction not to achieve its objectives. A transaction in options or securities may be unsuccessful to some degree because of market behavior or unexpected events.

When we write a covered call option, we forgo, during the option's life, the opportunity to profit from increases in the market value of the security covering the call option above the sum of the premium and the strike price of the call, but retain the risk of loss should the price of the underlying security decline. The writer of an option has no control over the time when it may be required to fulfill its obligation and once an option writer has received an exercise notice, it must deliver the underlying security in exchange for the strike price.

When we write a covered put option, we bear the risk of loss if the value of the underlying stock declines below the exercise price minus the put premium. If the option is exercised, we could incur a loss if we are required to purchase the stock underlying the put option at a price greater than the market price of the stock at the time of exercise plus the put premium we received when we wrote the option. While our potential gain in writing a covered put option is limited to distributions earned on the liquid assets securing the put option plus the premium received from the purchaser of the put option, we risk a loss equal to the entire exercise price of the option minus the put premium.

We may enter into reverse repurchase transactions, which are subject to the risk that the securities subject to such repurchase transaction may decline in value or that securities purchased with the proceeds of such reverse repurchase transaction will decline in value below the market value of the securities we are required to repurchase.

We may enter into reverse repurchase transactions with banks and securities dealers. A reverse repurchase transaction is a repurchase transaction in which we are the seller of, rather than the investor in, securities or other assets and agree to repurchase them at a date certain or on demand. Use of a reverse repurchase transaction may be preferable to a regular sale and later repurchase of securities or other assets because it avoids certain market risks and transaction costs. Reverse repurchase transactions involve the risk that the market value of securities and/or other assets purchased by us with the proceeds received by us in connection with such reverse repurchase transactions may decline below the market value of the securities we are obligated to repurchase under such reverse repurchase transactions. They also involve the risk that the counterparty liquidates the securities delivered to it by us under the reverse repurchase agreement following the occurrence of an event of default under the reverse repurchase agreement by us. At the time when we enter into a reverse repurchase transactions, liquid securities (cash) of ours having a value at least as great as the purchase price of the securities to be purchased are expected to be segregated on our books throughout the period of the obligation.

From time to time, we may engage in the short sale of securities, which involves the risk of significant loss in the event the price of the borrowed securities appreciates before the short position closes out.

From time to time, we may engage in the short sale of securities, which involves the risk of significant loss in the event the price of the borrowed securities appreciates before the short position closes out. Short sales by us that are not made where there is an offsetting long position in the asset that it is being sold short theoretically involve unlimited loss potential since the market price of securities sold short may continuously increase. Short selling allows us to profit from declines in market prices to the extent such decline exceeds the transaction costs and costs of borrowing the securities. However, since the borrowed securities must be replaced by purchases at market prices in order to close out the short position, any appreciation in the price of the borrowed securities would result in a loss. Purchasing securities to close out the short position can cause the price of securities to rise further, thereby exacerbating the loss. We may mitigate such losses by replacing the securities sold short before the market price has increased significantly. Under adverse market conditions, we might have difficulty purchasing securities to meet margin calls on its short sale delivery obligations, and might have to sell portfolio securities to raise the capital necessary to meet its short sale obligations at a time when fundamental investment considerations would not favor such sales.

If other short positions of the same security are closed out at the same time, a "short squeeze" can occur where demand exceeds the supply for the security sold short. A short squeeze makes it more likely that we will need to replace the borrowed security at an unfavorable price.

Investments in equity securities are subject to variation in their prices.

The prices of equity securities we have invested in may fall over short or long periods of time. In addition, common equity represents a share of ownership of a company, and rank junior to debt and preferred equity in their claim on the Company's assets in the event of bankruptcy.

We may use leverage in our investment program, resulting in a greater risk of loss.

We may use leverage in our investment program, including the use of borrowed funds and investments in certain types of options, such as puts, calls and warrants, which may be purchased for a fraction of the price of the underlying securities. While such strategies and techniques increase the opportunity to achieve higher returns on the amounts invested, they also increase the risk of loss. To the extent we purchase securities with borrowed funds, our net assets will tend to increase or decrease at a greater rate than if borrowed funds are not used. If the interest expense on borrowings were to exceed the net return on the portfolio securities purchased with borrowed funds, our use of leverage would result in a lower rate of return than if we were not leveraged.

Investments in securities of other companies or issuers, including debt and equity instruments such as bonds, preferred or common shares, or convertible instruments, could cause us to incur losses or other expenses which could adversely affect our financial position, results of operations, and cash flows.

We currently own and may own in the future, investments in securities of companies or issuers including debt and equity instruments, which may include bonds, preferred or common shares, or convertible instruments. Certain of these investments may be traded on an exchange or other active market while other investments may not be actively traded and without a readily observable market price. With respect to investments traded on an exchange or other active market, the price of the underlying instrument may be quoted such that the market value of the instrument varies during a given trading day, or the price may be quoted less frequently. Adverse fluctuations in the value of these investments, whether market-generated or not, may be reflected as unrealized losses on our balance sheet depending on the type of investment and our accounting methodologies. We may choose to or be required to liquidate these investments in whole or in part and at prices that result in realized losses on our investment. Should we incur realized losses on liquidating these investments, our financial position, results of operations and cash flows would be adversely impacted. Our investments in the securities of companies or issuers which are engaged in the real estate industry are also subject to risks associated with the investment in real estate generally.

Our prediction-market initiatives involve emerging technology and business models that are still in development and are subject to significant regulatory, operational, and market uncertainties.

On October 28, 2025, we announced an exclusive arrangement with Crypto.com | Derivatives North America (CDNA), a CFTC-registered exchange and clearinghouse, to integrate prediction markets into Truth Social. Details of Truth Predict product offerings—and associated technology—remain in development.

Prediction markets are a relatively new and evolving business area, and our platform, Truth Predict, is currently in a beta testing phase. There is significant uncertainty regarding user adoption, engagement, and platform integration through distribution partners such as CDNA, as well as the scalability of our business model. In addition, the regulatory and legal frameworks applicable to prediction markets are complex, evolving, and may involve overlapping federal and state oversight, including classification as derivatives, event contracts, or gambling under different jurisdictions. Any failure to successfully develop, integrate, or scale our platform, or to comply with applicable legal and regulatory requirements, could materially and adversely affect our business, results of operations, and financial condition.

Risks Related to Our Digital Asset Treasury Strategy and Holdings

Our bitcoin strategy exposes us to various risks, including risk associated with bitcoin.

Our bitcoin strategy exposes us to various risks, including the following:

Bitcoin is a highly volatile asset. Bitcoin is a highly volatile asset that has traded below \$61,000 per bitcoin and above \$126,000 per bitcoin in the past 12 months. The trading price of bitcoin significantly decreased during prior periods, and such declines may occur again in the future.

Bitcoin does not pay interest or dividends. Bitcoin does not pay interest or other returns, and we can only generate cash from our bitcoin holdings if we sell our bitcoin or implement strategies to create income streams or otherwise generate cash by using our bitcoin holdings. Such strategies may include, without limitation, options-based acquisition strategies, lending or borrowing arrangements, and other derivative transactions, each of which would expose us to additional counterparty, market, liquidity, and regulatory risk beyond those associated with holding bitcoin directly. Even if we pursue any such strategies, we may be unable to create income streams or otherwise generate cash from our bitcoin holdings, and any such strategies may subject us to additional risks.

Our bitcoin holdings may significantly impact our financial results and the market price of our listed securities. Our bitcoin holdings are expected to impact our financial results and the market price of our listed securities. If we continue to increase our overall holdings of bitcoin in the future, they will have an even greater impact. See "Risks Related to Our Digital Asset Strategy and Holdings—Our historical financial statements prior to September 30, 2025 do not reflect the potential variability in earnings that we may experience in the future relating to our bitcoin holdings."

Our assets will be concentrated in bitcoin. We expect that a large portion of our assets will be concentrated in our bitcoin holdings. The concentration of our assets in bitcoin limits our ability to mitigate risk that could otherwise be achieved by holding a more diversified portfolio of treasury assets.

Our bitcoin strategy relies substantially on our ability to complete equity and debt financings. Substantially all of our bitcoin purchases have been made using proceeds from equity and debt financings. Our ability to achieve the objectives of our bitcoin strategy depends in significant part on our ability to obtain equity and debt financing. If we are unable to obtain equity or debt financing on favorable terms or at all, we may not be able to successfully execute on our bitcoin strategy.

Our bitcoin strategy has not been tested over an extended period of time or under all market conditions. We are continually examining the risks and rewards of our strategy to acquire and hold bitcoin. This strategy has not been tested over an extended period of time or under all market conditions. For example, although we believe bitcoin, due to its limited supply, has the potential to serve as a hedge against inflation in the long term, the short-term price of bitcoin declined in recent periods during which the inflation rate increased. If bitcoin prices were to decline or our bitcoin strategy otherwise proves unsuccessful, our financial condition, results of operations, and the market price of our listed securities would be materially adversely impacted.

We are subject to counterparty risks, including in particular risks relating to our custodians. Although we have implemented various measures that are designed to mitigate our counterparty risks, including by storing substantially all of the bitcoin we own in custody accounts at U.S.-based, institutional-grade custodians and negotiating contractual arrangements intended to establish that our property interest in custodially-held bitcoin is not subject to claims of our custodians' creditors, applicable insolvency law is not fully developed with respect to the holding of digital assets in custodial accounts. If our custodially-held bitcoin were nevertheless considered to be the property of our custodians' estates in the event that any such custodians were to enter bankruptcy, receivership or similar insolvency proceedings, we could be treated as a general unsecured creditor of such custodians, inhibiting our ability to exercise ownership rights with respect to such bitcoin, or delaying or hindering our access to our bitcoin holdings, and this may ultimately result in the loss of the value related to some or all of such bitcoin, which could have a material adverse effect on our financial condition as well as the market price of our listed securities.

The broader digital assets industry is subject to counterparty risks, which could adversely impact the adoption rate, price, and use of bitcoin. A series of high-profile bankruptcies, closures, liquidations, regulatory enforcement actions and other events relating to companies operating in the digital asset industry in recent years have highlighted the counterparty risks applicable to owning and transacting in digital assets. Although these bankruptcies, closures, liquidations and other events have not resulted in any loss or misappropriation of our bitcoin, nor have such events adversely impacted our access to our bitcoin, they have, in the short-term, likely negatively impacted the adoption rate and use of bitcoin. Additional bankruptcies, closures, liquidations, regulatory enforcement actions or other events involving participants in the digital assets industry in the future may further negatively impact the adoption rate, price, and use of bitcoin, limit the availability to us of financing collateralized by bitcoin, or create or expose additional counterparty risks.

Changes in the accounting treatment of our bitcoin holdings could have significant accounting impacts, including increasing the volatility of our results. We have adopted ASU 2023-08 as of January 1, 2025, which requires us to measure our bitcoin holdings at fair value in our statement of financial position, and to recognize gains and losses from changes in the fair value of our bitcoin in net income each reporting period. ASU 2023-08 requires us to provide certain interim and annual disclosures with respect to our bitcoin holdings. Due in particular to the volatility in the price of bitcoin, the adoption of ASU 2023-08 has materially impacted on our financial results, increased the volatility of our financial results, affected the carrying value of our bitcoin on our balance sheet, and we expect these impacts to continue. For example, we incurred an unrealized loss on digital assets of \$340,602.9 for the year-ended December 31, 2025. Significant variances in gains and losses could occur in future periods. As described in greater detail under the risk factor heading "Unrealized fair value gains on our bitcoin holdings could cause us to become subject to the corporate alternative minimum tax under the Inflation Reduction Act of 2022," ASU 2023-08 could also have adverse tax consequences. These impacts could in turn have a material adverse effect on our financial results and the market price of our listed securities.

The broader digital assets industry, including the technology associated with digital assets, the rate of adoption and development of, and use cases for, digital assets, market perception of digital assets, and the legal, regulatory, and accounting treatment of digital assets are constantly developing and changing, and there may be additional risks in the future that are not possible to predict.

We may be subject to additional risks related to our holdings of Cronos.

Cronos is a volatile digital asset with a market structure and liquidity profile that can differ from digital assets with greater market capitalization, such as bitcoin. Significant price declines, changes in market-maker participation, exchange outages, or delistings could impair our ability to liquidate Cronos on acceptable terms or at all, adversely affecting our liquidity, results of operations, and the market price of our securities.

Cronos' value and trading liquidity are closely associated with the reputation of and interest in the Cronos blockchain ecosystem and its sponsors and service providers, such as Crypto.com. Adverse developments involving those parties—including business setbacks, policy changes, cybersecurity incidents, or regulator actions related to the Cronos network—could reduce demand for Cronos, restricting trading venues, or negatively affecting perceptions of the token and the Cronos network.

Our Cronos position may represent a meaningful percentage of the daily trading volume of Cronos on certain exchanges. Any attempt to liquidate a significant portion of our Cronos holdings could itself move the market price materially, and we may be unable to liquidate our Cronos position at favorable prices or at all, particularly during periods of market stress or reduced liquidity.

Changes to the Cronos network—whether technical, economic, or governance-related—may occur without our input and could negatively affect the value, usability, or structure of Cronos. Additionally, Cronos holdings face risks related to custody, security, and uncertain accounting or tax treatment, which could lead to financial loss or reporting challenges. As compared to more established digital assets like bitcoin, the Cronos network is governed by a more concentrated group of stakeholders. Decisions regarding tokenomics, inflation schedules, staking rewards, validator requirements, or network architecture may ultimately be made without our input or consent. Such changes could materially reduce the value, utility, or liquidity of our Cronos holdings.

Any of the foregoing risks, individually or in the aggregate, could materially and adversely affect the value of our Cronos holdings, our business, financial condition, and results of operations, and the market price of our securities.

Unrealized fair value gains on our bitcoin holdings could cause us to become subject to the corporate alternative minimum tax under the Inflation Reduction Act of 2022.

The U.S. enacted the Inflation Reduction Act of 2022 ("IRA") in August 2022. Unless an exemption applies, the IRA imposes a 15% corporate alternative minimum tax ("CAMT") on a corporation with respect to an initial tax year and subsequent tax years, if the average annual adjusted financial statement income ("AFSI") for any consecutive three-tax-year period preceding the initial tax year exceeds \$1 billion.

On September 12, 2024, the Department of Treasury (the "Treasury") and the Internal Revenue Service ("IRS") issued proposed regulations with respect to the application of the CAMT (the "2024 Proposed Regulations"). On July 30, 2025, a White House working group established by President Trump in January 2025 published a report on strengthening American leadership in digital financial technology, which called for the Department of the Treasury and the IRS to publish guidance addressing the determination of AFSI with respect to financial accounting for unrealized gains and losses on investment assets other than stock and partnership interests.

On September 30, 2025, the Treasury and the IRS issued interim guidance (the "Interim Guidance") which, in relevant part, clarifies that a corporation may disregard unrealized gains and losses on its digital asset holdings when computing AFSI for purposes of determining whether it is subject to the 15% CAMT under the IRA. The Treasury and IRS intend to issue revised proposed regulations similar to this Interim Guidance.

In connection with the implementation of our bitcoin strategy, we adopted ASU 2023-08, which requires us to measure our bitcoin holdings at fair value in our statement of financial position, with gains and losses from changes in the fair value of our bitcoin recognized in net income each reporting period. When determining whether we are subject to CAMT and when calculating any related tax liability for an applicable tax year, the 2024 Proposed Regulations provided that, among other adjustments, our AFSI must include this ratable amount in addition to any unrealized gains or losses reported in the applicable tax year.

We previously disclosed that as a result of the enactment of the IRA and our adoption of ASU 2023-08, unless the IRA was amended or the 2024 Proposed Regulations with respect to CAMT, when finalized, were revised to provide relief (or other interim relief was granted), that we could become subject to the CAMT in future tax years. However, pursuant to the Interim Guidance, the Company now plans to exclude its unrealized gains and losses from the calculation of its AFSI for purposes of determining whether it is subject to CAMT. As a result, the Company no longer expects to become subject to CAMT due to unrealized gains on its bitcoin holdings. However, the Interim Guidance could be modified, narrowed, or withdrawn in future rulemaking. There can be no assurance that the final rules, when issued, will be consistent with the Interim Guidance or that such final rules will not subject us to CAMT.

Whether we do become subject to the CAMT will depend on numerous factors outside of our control, including the publication of any additional interim or final guidance with respect to the CAMT or the calculation of AFSI, as well as the magnitude of our unrealized gains or losses on our bitcoin holdings for the year ending December 31, 2025, which in turn will depend on our bitcoin holdings and the market value of bitcoin as of that date. If we become subject to the CAMT, it could result in a material tax obligation that we would need to satisfy in cash, which could materially affect our financial results, including our earnings and cash flow, and our financial condition.

Bitcoin and Cronos are highly volatile assets, and fluctuations in the price of bitcoin and Cronos are likely to influence our financial results and the market price of our listed securities.

Bitcoin and Cronos are highly volatile assets, and fluctuations in the price of bitcoin and Cronos are likely to influence our financial results and the market price of our listed securities. Our financial results and the market price of our listed securities would be adversely affected, and our business and financial condition would be negatively impacted, if the price of bitcoin or Cronos decreased substantially (as it has in the past, including during the fiscal year ended December 31, 2025), including as a result of:

- decreased user and investor confidence in bitcoin and Cronos, including due to the various factors described herein;
- investment and trading activities, such as (i) trading activities of highly active retail and institutional users, speculators, other companies executing a bitcoin strategy similar to ours, miners and other investors; (ii) actual or expected significant dispositions of digital assets by large holders, including the expected liquidation of digital assets seized by governments or associated with entities that have filed for bankruptcy protection, such as (a) the transfers of bitcoin to creditors of the hacked cryptocurrency exchange Mt. Gox which began in July 2024 and are due to be completed by October 2026, (b) the transfer of 94,643 bitcoin to Bitfinex following proceedings related to a 2016 hack of its platform, and (c) potential sales of 69,370 bitcoin seized from the Silk Road marketplace by the U.S. Department of Justice; and (iii) actual or perceived manipulation of the spot or derivative markets for bitcoin, Cronos or spot bitcoin exchange-traded products (ETPs);
- negative publicity, media or social media coverage, or sentiment due to events in or relating to, or perception of, bitcoin, Cronos or the broader digital assets industry, including, for example, (i) public perception that bitcoin can be used as a vehicle to circumvent sanctions, including sanctions imposed on Russia or certain regions related to the ongoing conflict between Russia and Ukraine, or to fund criminal or terrorist activities, such as the purported use of digital assets by Hamas to fund its terrorist attack against Israel in October 2023; (ii), expected or pending civil, criminal, regulatory enforcement or other high-profile actions against major participants in the bitcoin ecosystem, including the SEC's previous enforcement action against Binance Holdings Ltd.; (iii) additional filings for bankruptcy protection or bankruptcy proceedings of major digital asset industry participants, such as the bankruptcy proceeding of FTX Trading and its affiliates; (iv) the actual or perceived environmental impact of bitcoin and related activities, including environmental concerns raised by private individuals, governmental and non-governmental organizations, and other actors related to the energy resources consumed in the bitcoin mining process; and (v) activities relating to other cryptocurrencies, including "meme coins";
- changes in consumer preferences and the perceived value or long-term prospects of bitcoin, Cronos and other digital assets;
- developments affecting other companies pursuing a bitcoin strategy similar to ours, such as the abandonment of the strategy by such other companies, the failure by such other companies to satisfy their debt or other financial obligations, market concerns as to the viability or creditworthiness of such other companies, the loss or disposition of substantial digital assets by such other companies, regulatory or legal judgments or actions against such other companies due to their adoption of a bitcoin strategy, or any other similar actions or negative outcomes impacting such other companies, whether due to any of the various risk factors described herein or for any other reason;
- competition from other digital assets that exhibit better speed, security, scalability or energy efficiency, that feature other more favored characteristics, that are backed by governments, including the U.S. government, or by reserves of fiat currencies, or that represent ownership or security interests in physical assets;
- a decrease in the price of other digital assets, including stablecoins, or the crash or unavailability of stablecoins that are used as a medium of exchange in digital asset purchase and sale transactions, such as the crash of the stablecoin Terra USD in 2022, to the extent the decrease in the price of such other digital assets or the unavailability of such stablecoins may cause a decrease in the price of bitcoin or Cronos or adversely affect investor confidence in digital assets generally;
- the identification of Satoshi Nakamoto, the pseudonymous person or persons who developed bitcoin, or the transfer of substantial amounts of bitcoin from bitcoin wallets attributed to Mr. Nakamoto;

- developments relating to the Bitcoin protocol, including (i) changes to the Bitcoin protocol that impact its security, speed, scalability, usability, or value, such as changes to the cryptographic security protocol underpinning the Bitcoin blockchain, changes to the maximum number of bitcoin outstanding, changes to the mutability of transactions, changes relating to the size of blockchain blocks, changes to the amount of data that may be embedded into the bitcoin blockchain, and similar changes, (ii) failures to make upgrades to the Bitcoin protocol to adapt to security, technological, legal or other challenges, and (iii) changes to the Bitcoin protocol that introduce software bugs, security risks or other elements that adversely affect bitcoin;
- disruptions, failures, unavailability or interruptions in services of trading venues for bitcoin or Cronos, such as, for example, the announcement by the digital asset exchange FTX Trading that it would freeze withdrawals and transfers from its accounts and subsequent filing for bankruptcy protection and the SEC enforcement action previously brought against Binance Holdings Ltd. and others, which initially sought to freeze all assets on the Binance US platform during the pendency of the enforcement action and has since resulted in Binance discontinuing all fiat deposits and withdrawals in the U.S.;
- the filing for bankruptcy protection by, liquidation of, or market concerns about the financial viability of digital asset custodians, trading venues, lending platforms, investment funds, or other digital asset industry participants, such as the filing for bankruptcy protection by digital asset trading venues FTX Trading and BlockFi and digital asset lending platforms Celsius Network and Voyager Digital Holdings in 2022, the ordered liquidation of the digital asset investment fund Three Arrows Capital in 2022, the announced liquidation of Silvergate Bank in 2023, the government-mandated closure and sale of Signature Bank in 2023, the placement of Prime Trust, LLC into receivership following a cease-and-desist order issued by the Nevada Department of Business and Industry in 2023, and the exit of Binance from the U.S. market as part of its settlement with the Department of Justice and other federal regulatory agencies;
- regulatory, legislative, enforcement and judicial actions that adversely affect the price, ownership, transferability, trading volumes, legality or public perception of bitcoin, Cronos or other digital assets, or that adversely affect the operations of or otherwise prevent digital asset custodians, trading venues, lending platforms or other digital assets industry participants from operating in a manner that allows them to continue to deliver services to the digital assets industry;
- further reductions in mining rewards of bitcoin, including due to block reward halving events, which are programmed events that occur approximately every four years (the most recent of which occurred in April 2024) that reduce the block reward earned by "miners" who validate bitcoin transactions, or increases in the costs associated with bitcoin mining, including increases in electricity costs and hardware and software used in mining, or new or enhanced regulation or taxation of bitcoin mining, which could further increase the costs associated with bitcoin mining, any of which may cause a decline in support for the Bitcoin network;
- transaction congestion and fees associated with processing transactions on the Bitcoin network;
- macroeconomic changes, such as changes in the level of interest rates and inflation, fiscal and monetary policies of governments, trade restrictions, and fiat currency devaluations;
- developments in mathematics or technology, including in digital computing, algebraic geometry and quantum computing, that could result in the cryptography used by the Bitcoin blockchain becoming insecure or ineffective; and
- changes in national and international economic and political conditions, including, without limitation, federal government policies, trade tariffs and trade disputes, and the adverse impacts attributable to global conflicts including those between Russia and Ukraine and in the Middle East.

Any of the foregoing factors, individually or in the aggregate, could result in significant volatility or a substantial decline in the price of bitcoin or Cronos, which could in turn adversely affect our financial results, the market price of our listed securities, and our ability to implement our digital asset strategy.

Our operating results will be dependent on the price of digital assets. If such price declines, our business, operating results, and financial condition would be adversely affected.

Any declines in the volume of digital asset transactions, the price of digital assets, or market liquidity for digital assets generally may adversely affect our operating results. As part of our bitcoin and digital asset strategy, we have significant investments in bitcoin and bitcoin-related assets. In addition, we currently hold a position in Cronos, a digital asset that is less widely adopted and actively traded than bitcoin, but still exposes us to comparable market risks. Our operating results are impacted by the revenues and profits we generate from the purchase, sale, and trading of bitcoin, Cronos and financial contracts linked to these and other digital assets. The price of digital assets and associated demand for buying, selling, and trading of digital assets have historically been subject to significant volatility. For instance, in 2017 and 2021, the value of certain digital assets, including bitcoin, experienced steep increases in value, followed by steep declines in 2018 and 2022. After recovering from the 2018 decline and reaching record highs in December 2021, the value of the total crypto market cap declined by approximately 64% in the twelve months ended December 31, 2022. The collapse of several companies in the digital asset industry such as Celsius, Voyager and FTX impacted digital assets prices in 2022 and the majority of 2023. Crypto market capitalization increased again in 2024 following the approval and launch of spot-based bitcoin ETFs in the U.S. in the first quarter of 2024 and the election of President Donald Trump in the fourth quarter of 2024. The crypto market experienced a general decline in the first quarter of 2025, it rebounded in the second quarter and sustained that momentum through the third quarter, before a cooling off in the fourth quarter. The price and trading volume of any digital asset, including bitcoin and Cronos, is subject to significant uncertainty and volatility, and may significantly decline in the future, without recovery. Such uncertainty and volatility depend on a number of factors, including:

- market conditions across the cryptoeconomy;
- changes in liquidity, volume, and trading activities;
- trading activities on digital asset trading platforms worldwide, many of which may be unregulated and may include manipulative activities;
- investment and trading activities of highly active retail and institutional users, speculators, miners, and investors;

- the speed and rate at which cryptocurrency is able to gain adoption as a medium of exchange, utility, store of value, consumptive asset, security instrument, or other financial assets worldwide, if at all;
- decreased user and investor confidence in digital assets and digital asset trading platforms;
- negative publicity and events relating to the cryptoeconomy;
- unpredictable social media coverage or trending of digital assets;
- the ability for digital assets to meet user and investor demands;
- the functionality and utility of digital assets and their associated ecosystems and networks, including digital assets designed for use in various applications;
- consumer preferences and perceived value of digital assets and digital asset markets;
- increased competition from other payment services or other digital assets that exhibit better speed, security, scalability, or other characteristics;
- regulatory, enforcement, or legislative changes and updates affecting the cryptoeconomy;
- the characterization of digital assets under the laws of various jurisdictions around the world;
- the maintenance, troubleshooting, and development of the blockchain networks underlying digital assets, including by miners, validators, and developers worldwide;
- the ability for cryptocurrency networks to attract and retain miners or validators to secure and confirm transactions accurately and efficiently;
- ongoing technological viability and security of digital assets and their associated smart contracts, applications, and networks, including vulnerabilities to hacks and scalability limitations;
- fees and speed associated with processing digital asset transactions, including on underlying blockchain networks and digital asset trading platforms;
- financial strength of market participants;
- the availability and cost of funding and capital;
- the liquidity of digital asset trading platforms;
- interruptions in service from or failures of major digital asset trading platforms;
- availability of an active derivatives market for various digital assets;
- availability of banking and payment services to support cryptocurrency-related projects;
- levels of interest rates and inflation;
- monetary policies of governments, trade restrictions, and fiat currency devaluations; and
- national and international economic and political conditions.

There is no assurance that any digital asset will maintain its value or that there will be meaningful levels of trading activities. For example, in 2025 we witnessed dampened demand for trading digital assets, impacting our operating results. In the event that the price of digital assets or the demand for trading digital assets decline, including bitcoin, Cronos, or others, our business, operating results, and financial condition could be adversely affected.

Our operating results are dependent on the prices of digital assets and volume of digital asset transactions, which have historically been volatile and are subject to social media and publicity risks.

Activities in bitcoin and other digital assets also receive a high degree of public scrutiny, both from traditional media sources and through social media and other forums. Unfavorable publicity regarding bitcoin has adversely affected the price of bitcoin, as has unfavorable publicity involving other digital assets or digital asset-focused firms. Bitcoin has in the past, and may in the future, be the target of media criticism, including regarding the market value, utility and environmental effects of bitcoin. Such unfavorable media coverage could continue to materially impact decisions to buy, hold, or trade bitcoin and other digital assets and, as a result, impact the price of such digital assets.

In addition, social media posts and other statements and actions by prominent individuals, including influential public figures, entrepreneurs, and policy makers, have resulted in outsized movements in the market price of bitcoin and other cryptocurrencies. It is possible that future statements by such individuals concerning bitcoin and other cryptocurrencies will have disproportionate impacts on the market price of bitcoin and other digital assets.

Bitcoin, Cronos and other digital assets are relatively novel assets, and are subject to significant legal, commercial, regulatory and technical uncertainty.

Bitcoin, Cronos and other digital assets are relatively novel assets and are subject to significant legal, commercial, regulatory and technical uncertainty, any of which could adversely affect the price of digital assets and our ability to hold or transact in digital assets. The application of state and federal securities laws and other laws and regulations to digital assets is unclear in certain respects, and regulators in the United States and in other countries may interpret or apply existing laws and regulations in a manner that adversely affects the price of bitcoin and other digital assets or the ability of individuals or institutions such as us to own or transfer bitcoin or other digital assets.

Governments and regulators in the United States and abroad may enact new laws and regulations, or enforce or interpret existing laws or regulations, in a manner that could impose material additional regulatory burdens and costs on us or other digital asset industry participants, which could materially affect the price of bitcoin and other digital assets or the ability of individuals or institutions such as us to own or transfer bitcoin or other digital assets. For example, within the past several years:

- in September 2025, the staff of the SEC's Division of Investment Management issued a no-action letter stating that it would not recommend enforcement action to the SEC against registered advisers or regulated funds for maintaining crypto assets and related cash and cash equivalents with certain state-chartered financial institutions;
- in September 2025, the SEC's Division of Trading and Markets and the CFTC's Division of Market Oversight and Division of Clearing and Risk announced a cross-agency initiative in furtherance of the SEC's "Project Crypto" and the CFTC's "Crypto Sprint" to coordinate efforts regarding the process for enabling the trading of certain spot crypto asset products;
- in September 2025, Nasdaq reportedly announced new informal interpretations of its rules that require certain Nasdaq-listed companies to obtain shareholder approval before engaging in certain transactions, such as private placements for the purpose of acquiring digital assets or accepting in-kind contributions of digital assets in exchange for equity;
- in July 2025, the SEC announced "Project Crypto," a commission-wide initiative with a stated goal of modernizing the securities rules and regulations to enable America's financial markets to move on-chain;
- in July 2025, President Trump signed into law the Guiding and Establishing National Innovation for US Stablecoins Act ("GENIUS Act"), establishing a legislative framework for the regulation of payment stablecoins and marking the first federal legislation for the regulation of digital assets in the U.S.;
- in July 2025, the U.S. House of Representatives passed the Digital Asset Market Clarity Act of 2025 ("CLARITY Act"), a comprehensive digital asset market structure and regulation bill. The CLARITY Act, and other digital asset market structure and regulation bills, remains under consideration and continues to evolve in the U.S. Senate;
- in January 2025, President Trump signed an executive order instructing a working group comprised of representatives from key federal agencies to evaluate measures that can be taken to provide regulatory clarity and certainty built on technology-neutral regulations for individuals and firms involved in digital assets, including through well-defined jurisdictional regulatory boundaries and in July 2025, such working group published a report on strengthening American leadership in digital financial technology, which recommended several regulatory and legislative proposals to advance President Trump's January 2025 executive order;
- in January 2025, the SEC announced the formation of a "Crypto Task Force," which is intended to provide clarity on the application of the federal securities laws to the crypto asset market and to recommend policy measures with respect to digital asset security status, registration and listing of digital asset-based investment vehicles, and digital asset custody, lending and staking;
- in June 2023, the SEC filed complaints against Binance Holdings Ltd. and Coinbase, Inc., and their respective affiliated entities, alleging, among other things, that each was operating as an unregistered securities exchange, broker, dealer, and clearing agency;

- in November 2023, the SEC filed a complaint against Payward Inc. and Payward Ventures Inc., together known as Kraken, alleging, among other things, that Kraken's crypto trading platform was operating as an unregistered securities exchange, broker, dealer, and clearing agency;
- in November 2023, Binance Holdings Ltd. and its then chief executive officer reached a settlement with the U.S. Department of Justice, U.S. Commodity Futures Trading Commission ("CFTC"), the Treasury's Office of Foreign Asset Control, and the Financial Crimes Enforcement Network to resolve a multi-year investigation by those agencies and a civil suit brought by the CFTC, pursuant to which Binance Holdings Ltd. agreed to, among other things, pay \$4.3 billion in penalties across four agencies and to discontinue its operations in the United States;
- in June 2023, the United Kingdom adopted and implemented the Financial Services and Markets Act 2023, which regulates market activities in "cryptoassets;"
- in May 2023, the European Union adopted Markets in Crypto Assets Regulation ("MiCA"), a comprehensive digital asset regulatory framework for the issuance and use of digital assets, like bitcoin; and
- in China, the People's Bank of China and the National Development and Reform Commission have outlawed cryptocurrency mining and declared all cryptocurrency transactions illegal within the country.

Although the complaints against Coinbase, Inc., Payward Inc., Payward Ventures Inc. and Binance Holdings Ltd. have been dismissed, the SEC, CFTC, foreign governments, states, or other regulatory agencies may initiate similar actions in the future, which could materially affect the price of bitcoin and our ability to own or transfer bitcoin.

It is not possible to predict whether or when new laws and regulations will change the legal framework governing digital assets or expand the authority of the SEC, the CFTC or other regulators, or whether or when any other federal, state or foreign bodies will take similar actions. For example, the proposed CLARITY Act discussed above could, if it became law, grant the CFTC additional regulatory and supervisory powers with respect to spot digital assets, including bitcoin, as "digital commodities" and potentially impose additional registration, disclosure, reporting, and business conduct requirements on us.

In addition, we cannot predict the nature or market effects of any future laws or expansion of oversight, including the impacts to the functioning of digital asset markets, the willingness of financial and other institutions to provide services to the digital assets industry, or the value of digital assets generally and bitcoin and Cronos specifically. The consequences of any new legal requirements relating to digital assets could adversely affect our business, financial condition and results of operations, and the market price of digital assets and our ability to hold or transact in digital assets, and in turn adversely affect the market price of our listed securities. Furthermore, as more companies adopt strategies with respect to bitcoin or other digital assets similar to ours, governments and regulatory agencies may be prompted to enact new laws, regulations, or interpretations which may adversely affect our bitcoin and digital asset strategy.

Moreover, the risks of engaging in a bitcoin strategy are relatively novel and have created, and could continue to create, complications due to the lack of experience that third parties have with companies engaging in such a strategy, such as increased costs of director and officer liability insurance or the potential inability to obtain such coverage on acceptable terms in the future.

Growth of the digital assets industry in general, and the use and acceptance of bitcoin in particular, are highly uncertain and may also impact the price of bitcoin and other digital assets. The pace of growth in the adoption and use of bitcoin may depend, for instance, on public familiarity with digital assets, ease of buying, accessing or gaining exposure to bitcoin, institutional demand for bitcoin as an investment asset, participation by traditional financial institutions in the digital assets industry, consumer demand for bitcoin as a store of value or medium of exchange, and the availability and popularity of alternatives to bitcoin. Even if growth in bitcoin adoption occurs in the near or medium-term, there is no assurance that bitcoin usage will continue to grow over the long-term or that such growth will be sustained.

The liquidity and public perception of bitcoin and other digital assets may also suffer if financial institutions deny or limit banking services to businesses that hold bitcoin, provide bitcoin-related services or accept bitcoin as payment, which could also decrease the price of bitcoin. Actions by U.S. banking regulators, such as the issuance in February 2023 by federal banking agencies of the "Interagency Liquidity Risk Statement," which cautioned banks on contagion risks posed by providing services to digital assets customers, and similar actions, have in the past reduced access to banking services for bitcoin-related customers and service providers, or the willingness of traditional financial institutions to participate in markets for digital assets. The liquidity of bitcoin may also be impacted to the extent that changes in applicable laws and regulatory requirements negatively impact the ability of exchanges and trading venues to provide services for bitcoin and other digital assets.

Bitcoin has no physical existence beyond the record of transactions on the Bitcoin blockchain. As a result, factors such as malicious attacks by miners, inadequate mining fees to incentivize validation of bitcoin transactions, hard "forks" of the Bitcoin blockchain into multiple blockchains, and advances in digital computing, algebraic geometry, and quantum computing could undermine the integrity of the Bitcoin blockchain and negatively affect the price of bitcoin and, in turn, our business, financial condition, results of operations, and the trading price of our listed securities. Other digital assets, such as Cronos, may be impacted by similar factors.

Our historical financial statements prior to September 30, 2025 do not reflect the potential variability in earnings that we have experienced to date and may experience in the future relating to our bitcoin and other digital asset holdings.

Our historical financial statements prior to September 30, 2025 do not fully reflect the potential variability in earnings that we have experienced to date and may experience in the future from holding or selling significant amounts of bitcoin or other digital assets. The price of bitcoin and other digital assets such as Cronos, has historically been subject to dramatic price fluctuations and is highly volatile. In December 2023, the FASB issued ASU 2023-08, which we have adopted as of January 1, 2025.

ASU 2023-08 requires us to measure our digital asset holdings at fair value in our statement of financial position, and to recognize gains and losses from changes in the fair value of our digital assets in net income each reporting period. ASU 2023-08 also requires us to provide certain interim and annual disclosures with respect to our digital asset holdings. As a result, volatility in our earnings may be significantly more than what we experienced in periods prior to holding digital assets. For the year ended December 31, 2025, we incurred an unrealized loss on digital assets of \$294,652.4. Additionally, any unrealized gain on digital assets reflected in our financial results for a given period does not reflect cash actually earned by us during that period, and a significant increase in our digital assets included on our balance sheet is not associated with an actual increase in our liquidity.

Due in particular to the volatility in the price of bitcoin, the adoption of ASU 2023-08 has to date increased, and we expect will continue to impact, the volatility of our financial results. For further details see "Risks Related to Our Digital Asset Strategy and Holdings — Our bitcoin strategy exposes us to various risks, including risks associated with bitcoin." Because we intend to continue increasing our bitcoin holdings, we expect that the proportion of our total assets represented by our bitcoin holdings will increase in the future, and we expect ASU 2023-08 to continue to significantly affect the carrying value of our bitcoin on our balance sheet. As a result, our earnings may be even more volatile in future periods than what we have experienced to date.

The recent increase in the availability of alternative ways to gain exposure to bitcoin and other digital assets may adversely affect the market price of our listed securities.

Although bitcoin and other digital assets have experienced a surge of investor attention since bitcoin was invented in 2008, until recently investors in the United States had limited means to gain exposure to bitcoin through traditional investment channels, and instead generally were only able to hold bitcoin through digital wallets. Given the relative novelty of digital assets, general lack of familiarity with the processes needed to hold bitcoin directly, as well as the potential reluctance of financial planners and advisers to recommend direct bitcoin holdings to their retail customers because of the manner in which such holdings are custodied, some investors have sought exposure to bitcoin through investment vehicles that hold bitcoin and issue shares representing fractional undivided interests in their underlying bitcoin holdings. These vehicles, which were previously offered only to "accredited investors" on a private placement basis, have in the past traded at substantial premiums to net asset value, possibly due to the relative scarcity of traditional investment vehicles providing investment exposure to bitcoin.

On January 10, 2024, the SEC approved the listing and trading of spot bitcoin ETPs, the shares of which can be sold in public offerings and are traded on U.S. national securities exchanges. The approved ETPs commenced trading directly to the public on January 11, 2024, with a trading volume of \$4.6 billion on the first trading day. To the extent investors view our common stock as providing exposure to bitcoin, it is possible that the value of our common stock may be influenced by the trading activity and performance of these spot bitcoin ETPs.

Although we are an operating company, and we believe we offer a different value proposition than a bitcoin investment vehicle such as a spot bitcoin ETP, investors may nevertheless view our common stock as an alternative to an investment in an ETP, and choose to purchase shares of a spot bitcoin ETP instead of our common stock. They may do so for a variety of reasons, including if they believe that ETPs offer a "pure play" exposure to bitcoin that is generally not subject to federal income tax at the entity level as we are, or the other risk factors applicable to an operating business, such as ours. Additionally, unlike spot bitcoin ETPs, we (i) do not seek for our shares of common stock to track the value of the underlying bitcoin we hold before payment of expenses and liabilities, (ii) do not benefit from various exemptions and relief under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including Regulation M, and other securities laws, which enable ETPs to continuously align the value of their shares to the price of the underlying assets they hold through share creation and redemption, (iii) are a Florida corporation rather than a statutory trust, and do not operate pursuant to a trust agreement that would require us to pursue one or more stated investment objectives, and (iv) are not required to provide daily transparency as to our bitcoin holdings or our daily net asset value. Furthermore, recommendations by broker-dealers to buy, hold, or sell complex products and non-traditional ETPs, or an investment strategy involving such products, may be subject to additional or heightened scrutiny that would not be applicable to broker-dealers making recommendations with respect to our listed securities. Additionally, other companies have recently adopted bitcoin and digital asset strategies similar to ours, providing investors with further potential alternative means of gaining exposure to bitcoin and other digital assets.

Fund sponsors also offer bitcoin futures exchange-traded funds ("ETFs") and leveraged bitcoin futures ETFs, which offer different types of economic exposure to bitcoin. Based on how we are viewed in the market relative to ETPs, other companies that have adopted a strategy similar to ours of acquiring digital assets, and similar vehicles, any premium or discount in our common stock relative to the value of our bitcoin holdings may increase or decrease differently than that of such other vehicles in response to changes in market conditions.

Other companies have also recently adopted treasury strategies with exposure to digital assets other than bitcoin. Additionally, the SEC has approved rule changes permitting the listing and trading of spot ETPs that invest in ether, the main crypto asset supporting the Ethereum blockchain, and has published for comment and review exchange rule change notices with respect to spot ETPs for other digital assets. The current and potential future availability of investment options with respect to other digital assets could result in a decline in the price of bitcoin, which could in turn cause a decline in the price of our common stock and such decline could be disproportionate to the decline in value of our digital assets.

Any of the foregoing factors, including the availability of spot ETPs and futures-based ETFs for bitcoin, and other digital assets, the availability and potential future availability of spot ETPs for Ethereum and other digital assets, and the adoption by other companies of strategies similar to ours with respect to bitcoin and other digital assets could have a material adverse effect on the market price of our listed securities.

Our bitcoin and digital asset strategy subjects us to enhanced regulatory oversight.

As noted above, several spot bitcoin ETPs have received approval from the SEC to list their shares on a U.S. national securities exchange with continuous share creation and redemption at net asset value. Even though we are not, and do not function in the manner of, a spot bitcoin ETP, it is possible that we nevertheless could face regulatory scrutiny from the SEC or other federal or state agencies due to our bitcoin holdings and our digital asset strategy more generally.

In addition, there has been increasing focus on the extent to which digital assets can be used to launder the proceeds of illegal activities, fund criminal or terrorist activities, or circumvent sanctions regimes, including those sanctions imposed in response to the ongoing conflict between Russia and Ukraine. While we have implemented and maintain policies and procedures reasonably designed to promote compliance with applicable anti-money laundering and sanctions laws and regulations and take care to only acquire our bitcoin through entities subject to anti-money laundering regulation and related compliance rules in the United States, if we are found to have purchased any of our bitcoin from bad actors that have used bitcoin to launder money or persons subject to sanctions, we may be subject to regulatory proceedings and any further transactions or dealings in bitcoin by us may be restricted or prohibited.

A portion of our bitcoin holdings serves as collateral securing our outstanding indebtedness pursuant to the Convertible Notes, and we may incur additional indebtedness or enter into other financial instruments in the future that may be collateralized by our bitcoin holdings. We may also consider pursuing strategies to create income streams or otherwise generate funds using our bitcoin or other digital asset holdings. These types of digital asset-related transactions are the subject of enhanced regulatory oversight. These and any other digital asset-related transactions we may enter into, beyond simply acquiring and holding digital assets, may subject us to additional regulatory compliance requirements and scrutiny, including under federal and state money services regulations, money transmitter licensing requirements and various commodity and securities laws and regulations.

Additional laws, guidance and policies may be issued by domestic and foreign regulators, including for example, in response to the failure of a major participant in the digital assets industry, such as the filing for Chapter 11 bankruptcy protection by FTX in November 2022. Increased enforcement activity and changes in the regulatory environment, including changing interpretations and the implementation of new or varying regulatory requirements by the government or any new legislation affecting bitcoin, as well as enforcement actions involving or impacting our trading venues, counterparties and custodians, may impose significant costs or significantly limit our ability to hold and transact in bitcoin and other digital assets.

In addition, private actors that are wary of bitcoin and other digital assets or the regulatory concerns associated with bitcoin and other digital assets have in the past taken and may in the future take further actions that may have an adverse effect on our business or the market price of our listed securities. For example, it is possible that a financial institution could restrict customers from buying shares of our common stock if it were to determine that our common stock's value is closely tied to the performance of bitcoin, signaling a reluctance to facilitate exposure to virtual currencies.

Due to the unregulated nature and lack of transparency surrounding the operations of many bitcoin trading venues, bitcoin trading venues may experience greater fraud, security failures or regulatory or operational problems than trading venues for more established asset classes, which may result in a loss of confidence in bitcoin trading venues and adversely affect the value of our bitcoin.

Bitcoin trading venues are relatively new (compared to stock exchanges) and, in many cases, unregulated. Furthermore, there are many bitcoin trading venues which do not provide the public with significant information regarding their ownership structure, management teams, corporate practices and regulatory compliance. As a result, the marketplace may lose confidence in bitcoin trading venues, including prominent exchanges that handle a significant volume of bitcoin trading and/or are subject to regulatory oversight, in the event one or more bitcoin trading venues cease or pause for a prolonged period the trading of bitcoin or other digital assets, or experience fraud, significant volumes of withdrawal, security failures or operational problems.

Reports and academic studies have estimated that a substantial portion of trading volume reported by certain unregulated crypto-asset trading venues may be or non-economic in nature (including wash trading), with a December 2022 study estimating wash trading averaged over 70% of reported volume on unregulated exchanges studied. The SEC also alleged as part of its June 2023 complaint against Binance Holdings Ltd. that Binance committed strategic and targeted "wash trading" through its affiliates to artificially inflate the volume of certain digital assets traded on its exchange. The SEC has also brought recent actions against individuals and digital asset market participants alleging that such persons artificially increased trading volumes in certain digital assets through wash trades, or repeated buying and selling of the same assets in fictitious transactions to manipulate their underlying trading price. Such reports and allegations may indicate that the bitcoin market is significantly smaller than expected and that the United States makes up a significantly larger percentage of the bitcoin market than is commonly understood. Any actual or perceived wash trading in the bitcoin market, and any other fraudulent or manipulative acts and practices, could adversely affect the value of our bitcoin.

Negative perception, a lack of stability in the broader bitcoin markets and the closure, temporary shutdown or operational disruption of bitcoin trading venues, lending institutions, institutional investors, institutional miners, custodians, or other major participants in the bitcoin ecosystem, due to fraud, business failure, cybersecurity events, government-mandated regulation, bankruptcy, or for any other reason, may result in a decline in confidence in bitcoin and the broader bitcoin ecosystem and greater volatility in the price of bitcoin. For example, in 2022, each of Celsius Network, Voyager Digital, Three Arrows Capital, FTX, and BlockFi filed for bankruptcy, following which the market prices of bitcoin and other digital assets significantly declined. In addition, in June 2023, the SEC announced enforcement actions against Coinbase, Inc., and Binance Holdings Ltd., two providers of large trading venues for digital assets, which similarly was followed by a decrease in the market price of bitcoin and other digital assets. These were followed in November 2023, by an SEC enforcement action against Payward Inc. and Payward Ventures Inc., together known as Kraken, another large trading venue for digital assets. Although these complaints were ultimately dismissed, the SEC or other regulatory agencies may initiate similar actions in the future. As the price of our listed securities is affected by the value of our bitcoin holdings, the failure of a major participant in the bitcoin ecosystem could have a material adverse effect on the market price of our listed securities.

The concentration of our bitcoin and digital asset holdings enhances the risks inherent in our bitcoin and digital asset strategy.

As of February 25, 2026, we held approximately 9,542.16 bitcoins that were acquired at an aggregate purchase price of \$1,131,024.3 and 756,079,523.00 Cronos that were acquired at an aggregate purchase price of \$113,949.3, and we may purchase additional bitcoin and Cronos and increase our overall holdings of digital assets in the future. The concentration of our digital asset holdings limits the risk mitigation that we could achieve if we were to purchase a more diversified portfolio of assets, which enhances the risks inherent in our bitcoin and digital asset strategy. Any future significant declines in the price of bitcoin or Cronos would have, a more pronounced impact on our financial condition than if we had used our cash to purchase a more diverse portfolio of assets.

The emergence or growth of other digital assets, including those with significant private or public sector backing, could have a negative impact on the price of bitcoin and adversely affect our business.

As a result of our bitcoin and digital asset strategy, our assets are concentrated in our bitcoin and Cronos holdings. Accordingly, the emergence or growth of digital assets other than bitcoin and Cronos may have a material adverse effect on our financial condition. As of the date of this Annual Report, bitcoin is the largest digital asset by market capitalization. However, there are numerous alternative digital assets and many entities, including consortiums and financial institutions, are researching and investing resources into private or permissioned blockchain platforms or digital assets that do not use proof-of-work mining like the Bitcoin network. For example, in late 2022, the Ethereum network transitioned to a "proof-of-stake" mechanism for validating transactions that requires significantly less computing power than proof-of-work mining. The Ethereum network has completed another major update since then and may undertake additional updates in the future. If the mechanisms for validating transactions in Ethereum and other alternative digital assets are perceived as superior to proof-of-work mining, those digital assets could gain market share relative to bitcoin.

Other alternative digital assets that compete with bitcoin in certain ways include "stablecoins," which are designed to maintain a constant price related to or based on some other asset or traditional currency because of, for instance, their issuers' promise to hold high-quality liquid assets (such as U.S. dollar deposits and short-term U.S. treasury securities) equal to the total value of stablecoins in circulation. In July 2025, the "GENIUS Act" was enacted, which establishes a federal framework for "payment stablecoins," treating them as payment systems, not securities, and mandating fiat-backed reserves, monthly disclosures, anti-money laundering safeguards, and similar measures. Stablecoins have grown rapidly as an alternative to bitcoin and other digital assets as a medium of exchange and store of value, particularly on digital asset trading platforms, and their use as an alternative to bitcoin could expand further as a result of the GENIUS Act being enacted. As of December 31, 2025, two of the seven largest digital assets by market capitalization were U.S. dollar-pegged stablecoins.

Additionally, central banks in some countries have started to introduce digital forms of legal tender. For example, China's central bank digital currency ("CBDC") project was made available to consumers in January 2022, and governments including Japan, the United Kingdom and the European Union have been discussing the potential creation of new CBDCs. Further, some countries, such as Sweden, Norway and Israel, are exploring cross-border interoperability of retail CBDCs. Whether or not they incorporate blockchain or similar technology, CBDCs, as legal tender in the issuing jurisdiction, could also compete with, or replace, bitcoin and other digital assets as a medium of exchange or store of value. As a result, the emergence or growth of these or other digital assets could cause the market price of bitcoin and Cronos to decrease, which could have a material adverse effect on our business, prospects, financial condition, and operating results.

Our bitcoin and Cronos holdings are less liquid than our existing cash and cash equivalents and may not be able to serve as a source of liquidity for us to the same extent as cash and cash equivalents.

Historically, the markets for bitcoin and Cronos have been characterized by significant volatility in price, limited liquidity and trading volumes compared to sovereign currencies markets, relative anonymity, a developing regulatory landscape, potential susceptibility to market abuse and manipulation, compliance and internal control failures at exchanges, and various other risks inherent in their entirely electronic, virtual forms and decentralized networks. During times of market instability, we may not be able to sell our bitcoin or Cronos at favorable prices or at all. For example, a number of digital asset trading venues temporarily halted deposits and withdrawals in 2022. As a result, our bitcoin and Cronos holdings may not be able to serve as a source of liquidity for us to the same extent as cash and cash equivalents.

Further, the bitcoin and Cronos that we hold with our custodians and transact with our trade execution partners do not enjoy the same protections as are available to cash or securities deposited with or transacted by institutions subject to regulation by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

Additionally, we may be unable to enter into loans or other capital raising transactions collateralized by our unencumbered bitcoin or Cronos holdings, or otherwise generate funds using our digital asset holdings, including in particular during times of market instability or when the prices of bitcoin or Cronos have declined significantly. If we are unable to sell our bitcoin or Cronos, enter into additional capital raising transactions, including capital raising transactions using digital assets as collateral, or otherwise generate funds using our bitcoin or Cronos holdings, or if we are forced to sell our digital assets at a significant loss, in order to meet our financial obligation and liquidity needs, our business and financial condition could be negatively impacted.

If we or our third-party service providers experience a security breach or cyberattack and unauthorized parties obtain access to our bitcoin or Cronos, or if our private keys are lost or destroyed, or other similar circumstances or events occur, we may lose some or all of our digital assets and our financial condition and results of operations could be materially adversely affected.

Substantially all of the bitcoin and Cronos we own will be held in custody accounts at institutional-grade digital asset custodians. Security breaches and cyberattacks are of particular concern with respect to our digital assets. Digital assets such as bitcoin and Cronos, and the entities that provide services to participants in the broader blockchain ecosystem have been, and may in the future be, subject to security breaches, cyberattacks, or other malicious activities. For example, in October 2021 it was reported that hackers exploited a flaw in the account recovery process and stole from the accounts of at least 6,000 customers of the Coinbase exchange, although the flaw was subsequently fixed and Coinbase reimbursed affected customers. Similarly, in November 2022, hackers exploited weaknesses in the security architecture of the FTX Trading digital asset exchange and reportedly stole over \$400 million in digital assets from customers. In 2025, Coinbase reported that criminals bribed certain of its non-U.S. employees to steal customer data to use in social engineering attacks. A successful security breach or cyberattack could result in:

- a partial or total loss of our digital assets in a manner that may not be covered by insurance or the liability provisions of the custody agreements with the custodians who hold our digital assets;
- harm to our reputation and brand;
- improper disclosure of data and violations of applicable data privacy and other laws; or
- significant regulatory scrutiny, investigations, fines, penalties, and other legal, regulatory, contractual and financial exposure.

Further, any actual or perceived data security breach or cybersecurity attack directed at other companies with digital assets or companies that operate digital asset networks, regardless of whether we are directly impacted, could lead to a general loss of confidence in the broader digital asset blockchain ecosystem, including bitcoin and Cronos networks to conduct financial transactions, which could negatively impact us.

Attacks upon systems across a variety of industries, including industries related to digital assets, are increasing in frequency, persistence, and sophistication, and, in many cases, are being conducted by sophisticated, well-funded and organized groups and individuals, including state actors. Emerging risks, such as AI-driven cyberattacks and the potential for quantum computing, could introduce new vulnerabilities in our systems, potentially rendering traditional cryptographic techniques less effective and exposing us to more sophisticated forms of cyberattacks. The techniques used to obtain unauthorized, improper or illegal access to systems and information (including personal data and digital assets), disable or degrade services, or sabotage systems are constantly evolving, may be difficult to detect quickly, and often are not recognized or detected until after they have been launched against a target. Novel methods, such as those utilizing AI or quantum computing, may be even more difficult to detect and defend against. These attacks may occur on our systems or those of our third-party service providers or partners. We may experience breaches of our security measures due to human error, malfeasance, insider threats, system errors or vulnerabilities or other irregularities. In particular, unauthorized parties have attempted, and we expect that they will continue to attempt, to gain access to our systems and facilities, as well as those of our partners and third-party service providers, through various means, such as hacking, social engineering, phishing and fraud. Threats can come from a variety of sources, including criminal hackers, hacktivists, state-sponsored intrusions, industrial espionage, and insiders. In addition, certain types of attacks could harm us even if our systems are left undisturbed. For example, certain threats are designed to remain dormant or undetectable, sometimes for extended periods of time, or until launched against a target and we may not be able to implement adequate preventative measures. Further, there has been an increase in such activities due to the increase in work-from-home arrangements since the onset of the COVID-19 pandemic. The risk of cyberattacks could also be increased by cyberwarfare in connection with geopolitical conflicts, such as the ongoing Russia-Ukraine conflict, including potential proliferation of malware into systems unrelated to such conflicts. As of the date of this Annual Report, neither we nor any of our service providers has experienced a security breach or cyberattack that has materially impacted our digital asset holdings, financial condition or operating results; however, any future breach of our operations or those of our service providers or others in the digital asset industry could materially and adversely affect our business.

We face risks relating to the custody of our digital assets, including the loss or destruction of private keys required to access our digital assets and cyberattacks or other data loss relating to our digital assets.

We will hold our digital assets with regulated custodians that have duties to safeguard our private keys. Although our custodial services contracts will not restrict our ability to reallocate our digital assets among our custodians, and our digital asset holdings may be concentrated with a single custodian from time to time, which may enhance our risk of losses. In light of the significant amount of digital assets we will hold, we intend to evaluate opportunities to engage additional custodians to achieve a greater degree of diversification in the custody of our digital assets as the extent of potential risk of loss is dependent, in part, on the degree of diversification. If there is a decrease in the availability of digital asset custodians that we believe can safely custody our digital assets, for example, due to regulatory developments or enforcement actions that cause custodians to discontinue or limit their services in the United States, we may need to enter into agreements that are less favorable than our current agreements or take other measures to custody our digital assets, and our ability to seek a greater degree of diversification in the use of custodial services would be materially adversely affected.

As of December 31, 2025, the insurance coverage available for losses of our digital asset holdings covers only a small fraction of the value of the entirety of our digital assets holdings and there can be no assurance that we would recover the full value of our bitcoin lost under all circumstances. The insurance policies maintained by our custodians are shared among all of such custodian's customers and are not specific to us, and there can be no guarantee that such insurance will be maintained as part of the custodial services available to us, or that such coverage will be available or sufficient to cover losses with respect to our digital assets. Additionally, we do not maintain separate insurance to cover our potential digital asset losses. Furthermore, our custodians are not members of the Federal Deposit Insurance Corporation ("FDIC") or Securities Investor Protection Corporation ("SIPC") and, therefore, deposits held with or assets held by the custodians are not subject to protections available to depositors with FDIC or SIPC member institutions. Moreover, our use of custodians exposes us to the risk that the digital assets our custodians hold on our behalf could be subject to insolvency proceedings and we could be treated as a general unsecured creditor of the custodian, inhibiting our ability to exercise ownership rights with respect to such digital assets. Any loss associated with such insolvency proceedings is unlikely to be covered by the insurance coverage we our custodians maintain related to our digital assets.

Bitcoin and Cronos are controllable only by the possessor of both the unique public key and private key(s) relating to the local or online digital wallet in which the digital assets are held. While the blockchain ledger relevant to such assets requires a public key relating to a digital wallet to be published when used in a transaction, private keys must be safeguarded and kept private in order to prevent a third party from accessing the digital assets held in such wallet. To the extent the private key(s) for a digital wallet are lost, destroyed, or otherwise compromised and no backup of the private key(s) is accessible, neither we nor our custodians will be able to access the digital assets held in the related digital wallet. Furthermore, we cannot provide assurance that our digital wallets, nor the digital wallets of our custodians held on our behalf, will not be compromised as a result of a cyberattack. The bitcoin and blockchain ledger, as well as other digital assets and blockchain technologies, have been, and may in the future be, subject to security breaches, cyberattacks, or other malicious activities.

Regulatory change reclassifying bitcoin as a security could lead to our classification as an "investment company" under the Investment Company Act of 1940 and could adversely affect the market price of bitcoin and the market price of our listed securities.

Under Sections 3(a)(1)(A) and (C) of the Investment Company Act of 1940 (the "Investment Company Act"), a company generally will be deemed to be an "investment company" for purposes of the Investment Company Act if (i) it is, or holds itself out as being, engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities or (ii) it engages, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities and it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis.

A significant portion of our assets are concentrated in our bitcoin and other digital asset holdings. While senior SEC officials have stated their view that bitcoin is not a "security" for purposes of the federal securities laws, a contrary determination by the SEC could lead to our classification as an "investment company" under the Investment Company Act, which would subject us to significant additional regulatory controls that could have a material adverse effect on our ability to execute on our bitcoin and digital asset strategy, and our business and operations and may also require us to substantially change the manner in which we conduct our business.

In addition, if bitcoin or other digital assets are determined to constitute a security for purposes of the federal securities laws, the additional regulatory restrictions imposed by such a determination could adversely affect the market price of bitcoin and other digital assets and in turn adversely affect the market price of our listed securities.

We are not subject to legal and regulatory obligations that apply to investment companies such as mutual funds and exchange-traded funds, or to obligations applicable to investment advisers.

Mutual funds, ETFs and their directors and management are subject to extensive regulation as "investment companies" and "investment advisers" under U.S. federal and state law; this regulation is intended for the benefit and protection of investors. We are not subject to, and do not otherwise voluntarily comply with, these laws and regulations. This means, among other things, that the execution of or changes to our bitcoin or digital asset strategy, our use of leverage, the manner in which our bitcoin is custodied, our ability to engage in transactions with affiliated parties and our operating and investment activities generally are not subject to the extensive legal and regulatory requirements and prohibitions that apply to investment companies and investment advisers. Our Board will have broad discretion over the investment, leverage and cash management policies it authorizes, whether in respect of our bitcoin holdings or other activities we may pursue, and has the power to change our current policies, including our strategy of acquiring and holding bitcoin and digital assets. Additionally, we are not a registered money market fund under the Investment Company Act of 1940, as amended, and we do not operate as a registered money market fund. Holders of our listed securities do not benefit from the protections available to holders of securities of a registered money market fund. Bitcoin does not have a similar risk profile to the assets required to be held by money market funds because, among other things, it is much more volatile and involves no principal protection. Unlike money market funds, we do not price our listed securities based on the net asset value of the pool of assets backing the securities. We are also not subject to any regulation requiring that we maintain any particular pricing or stable value, and we are not subject to the fee restrictions or liquidity requirements applicable to registered money market funds.

Our bitcoin and digital asset strategy exposes us to risk of non-performance by counterparties.

Our bitcoin and digital asset strategy exposes us to the risk of non-performance by counterparties, whether contractual or otherwise. Risk of non-performance includes inability or refusal of a counterparty to perform because of a deterioration in the counterparty's financial condition and liquidity or for any other reason. For example, our execution partners, custodians, or other counterparties might fail to perform in accordance with the terms of our agreements with them, which could result in a loss of bitcoin or Cronos, a loss of the opportunity to generate funds, or other losses. Additionally, with more companies adopting a bitcoin and digital asset strategy similar to ours, our counterparties and service providers may experience increased demand for their services, which could impact the level or quality of service we receive, or the pricing of these services in the future.

Our principal counterparty risk with respect to our digital assets is the risk that our custodians may fail to perform their obligations under our custody arrangements. A series of recent high-profile bankruptcies, closures, liquidations, regulatory enforcement actions and other events relating to companies operating in the digital assets industry, including the filings for bankruptcy protection by Three Arrows Capital, Celsius Network, Voyager Digital, FTX Trading and Genesis Global Capital, the closure or liquidation of certain financial institutions that provided lending and other services to the digital assets industry, including Signature Bank and Silvergate Bank, SEC enforcement actions against Coinbase, Inc., Binance Holdings Ltd., and Kraken, the placement of Prime Trust, LLC into receivership following a cease-and-desist order issued by Nevada's Department of Business and Industry, and the filing and subsequent settlement of a civil fraud lawsuit by the New York Attorney General against Genesis Global Capital, its parent company Digital Currency Group, Inc., and former partner Gemini Trust Company have highlighted the perceived and actual counterparty risk applicable to digital asset ownership and trading. Although these bankruptcies, closures and liquidations have not resulted in any loss or misappropriation of our digital assets, nor have such events adversely impacted our access to our digital assets, legal precedent created in these bankruptcy and other proceedings may increase the risk of future rulings adverse to our interests in the event one or more of our custodians becomes a debtor in a bankruptcy case or is the subject of other liquidation, insolvency or similar proceedings.

While all of our custodians are subject to regulatory regimes intended to protect customers in the event of a custodial bankruptcy, receivership or similar insolvency proceeding, no assurance can be provided that our custodially-held digital assets will not become part of the custodian's insolvency estate if one or more of our custodians enters bankruptcy, receivership or similar insolvency proceedings. Additionally, if we pursue any strategies to create income streams or otherwise generate funds using our digital assets holdings, we would become subject to additional counterparty risks. Any significant non-performance by counterparties, including in particular the custodians with which we custody substantially all of our digital assets, could have a material adverse effect on our business, prospects, financial condition, and operating results.

We are not subject to legal and regulatory obligations that apply to investment companies such as mutual funds and exchange-traded funds, or to obligations applicable to investment advisers.

Mutual funds, ETFs and their directors and management are subject to extensive regulation as "investment companies" and "investment advisers" under U.S. federal and state law; this regulation is intended for the benefit and protection of investors. We are not subject to, and do not otherwise voluntarily comply with, these laws and regulations. This means, among other things, that the execution of or changes to our Treasury Reserve Policy or our bitcoin and digital asset strategy, our use of leverage, the manner in which our digital assets are custodied, our ability to engage in transactions with affiliated parties and our operating and investment activities generally are not subject to the extensive legal and regulatory requirements and prohibitions that apply to investment companies and investment advisers. For example, although a significant change to our Treasury Reserve Policy would require the approval of our Board, no shareholder or regulatory approval would be necessary. Consequently, our Board has broad discretion over the investment, leverage and cash management policies it authorizes, whether in respect of our digital assets holdings or other activities we may pursue, and has the power to change our current policies, including our strategy of acquiring and holding digital assets.

Our use of leverage to acquire digital assets could increase the risk of our bitcoin and digital asset treasury strategy.

We have, and may in the future, utilize leverage to acquire bitcoin, which magnifies the potential for loss with our bitcoin treasury strategy. As we use leverage to partially finance our acquisition of digital assets, you will experience increased risks of investing in our securities. If the value of our digital assets increase, then leveraging would cause the value attributable to our common stock to increase more sharply than it would have had we not leveraged. Conversely, if the value of our digital assets decreases, leveraging would cause the value of our digital assets to decline more sharply than it otherwise would have had we not leveraged our business. Such a decline could negatively affect our ability to service, repurchase, repay or collateralize our debt. The effects of leverage could cause any decrease in asset value for any losses to be greater than any increase in asset value for any corresponding gains. If we incur additional leverage, you will experience increased risks of investing in our common stock.

Risks Related to our Convertible Notes and Potential Future Indebtedness

Our level and terms of indebtedness could adversely affect our ability to raise additional capital to further execute on our bitcoin strategy, fund other operations, and take advantage of new business opportunities.

Our indebtedness, whether currently existing or incurred in the future, could have important consequences to us, including:

- limiting our ability to use a substantial portion of our cash flow from operations in other areas of our business, including for acquisition of additional bitcoin, working capital, developing our products and services, capital expenditures, and other general business activities and investment opportunities in our company, because we must dedicate a substantial portion of these funds to pay interest on and/or service our debt;
- limiting our ability to obtain additional financing in the future for acquisition of additional bitcoin, working capital, capital expenditures, debt service, acquisitions, execution of our strategy, and other expenses or investments planned by us;
- limiting our flexibility and our ability to capitalize on business opportunities and to react to competitive pressures and adverse changes in government regulation, our business, and our industry;
- increasing our vulnerability to a downturn in our business and to adverse economic and industry conditions generally;
- requiring us to maintain bitcoin or liquid assets to cover any repurchase, conversion or collateral requirement of the Convertible Notes;
- placing us at a competitive disadvantage as compared to our competitors that are less leveraged; and
- limiting our ability, or increasing the costs, to refinance indebtedness.

We may be unable to service our indebtedness, which could cause us to default on our debt obligations and could force us into bankruptcy or liquidation.

Our ability to make scheduled payments on and to refinance our indebtedness (whether currently existing or incurred in the future) depends, and will depend, on and is subject to our financial and operating performance, which is influenced, in part, by general economic, financial, competitive, legislative, regulatory, counterparty business, and other risks that are beyond our control, including the availability of financing in the U.S. banking and capital markets. If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital, or restructure or refinance our indebtedness. We cannot assure you that future borrowings will be available to us in an amount sufficient to enable us to service our indebtedness, to refinance our indebtedness, or to fund our other liquidity needs. Even if refinancing indebtedness is available, any refinancing of our indebtedness could be at higher interest rates and may require us to comply with more onerous covenants that could further restrict our business operations. In addition, our bitcoin strategy anticipates that we may issue additional debt in future periods to finance additional purchases of bitcoin, but if we are unable to generate sufficient cash flow to service our debt and make necessary capital expenditures, we may be required to sell bitcoin. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations or our financial covenants, which could cause us to default on our debt obligations. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness.

Upon the occurrence of an event of default under our indebtedness (whether currently existing or incurred in the future), the holders of the defaulted indebtedness could elect to declare all the funds borrowed to be due and payable, together with accrued and unpaid interest. Any of these events could in turn result in cross-defaults under any other indebtedness. We may not have sufficient funds available to pay the amounts due upon any such default, particularly in the event that there has been a decrease in the market value of our bitcoin holdings, and we may not be able to raise additional funds to pay such amounts on a timely basis, on terms we find acceptable, or at all. Any financing that we may undertake under such circumstances could result in substantial dilution of our existing stockholders, and in the absence of being able to obtain such financing, we could be forced into bankruptcy or liquidation.

We may not have the ability to raise the funds necessary to settle conversions of the Convertible Notes in cash or to repurchase the Convertible Notes for cash upon a fundamental change or other events which require repayment of the Convertible Notes, including the mandatory repurchase provisions contained in the Indenture and at maturity, and any future debt may contain limitations on our ability to engage in cash-settled conversions or repurchases of the Convertible Notes.

In connection with any conversion of the Convertible Notes, we may elect (and if our common stock is not freely tradable, we will be required) to make cash payments in respect of the Convertible Notes being converted. However, any future debt may contain limitations on our ability to (i) pay cash upon conversion or redemption of the Convertible Notes, which may require us to elect to deliver solely shares of our common stock to settle such conversion (other than paying cash in lieu of delivering any fractional share), or (ii) sell certain bitcoin or other assets to generate cash that can be used to make such cash payments.

In addition, upon a fundamental change as defined in the indentures governing the Convertible Notes, the holders of such notes will have the right to require us to offer to purchase all of the applicable notes then outstanding at a price equal to 100% of the principal amount of the Convertible Notes, plus, in each case, accrued and unpaid interest, if any, to, but excluding, the repurchase date.

The holders of Convertible Notes have the right to require us to repurchase all or a portion of their notes on November 30, 2026, at a repurchase price equal to 100% of the principal amount of the notes to be repurchased, plus accrued and unpaid interest, if any.

In order to obtain sufficient funds to pay the pay cash to repurchase the Convertible Notes or otherwise repay the Convertible Notes at maturity, we expect that we may have to refinance the Convertible Notes or obtain a waiver from the applicable holders of the Convertible Notes, and we may not be able to refinance the Convertible Notes on reasonable terms, if at all. Absent a waiver from the applicable holders of the Convertible Notes, our failure to offer to purchase all applicable Convertible Notes or to purchase all validly tendered Convertible Notes or repay the Convertible Notes upon would be an event of default under the Indenture governing the Convertible Notes. Additionally, the collateral held by the collateral agent under the Indenture may not be available to us to repurchase or repay the Convertible Notes since that Collateral is subject to release only in accordance with the terms of the Indenture.

Moreover, the exercise by holders of the Convertible Notes of their right to require us to repurchase such Convertible Notes could cause a default under future debt agreements, even if the change of control or fundamental change itself does not, due to the financial effect of such repurchase on us.

The forced conversion feature of the Convertible Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the forced conversion feature of the Convertible Notes is triggered, holders of the applicable Convertible Notes will be entitled to convert such notes at any time during specified periods at their option. If one or more holders elect to convert their Convertible Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. Furthermore, even if holders do not elect to convert their Convertible Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the applicable Convertible Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

Despite our current level of indebtedness, we may incur substantially more indebtedness and enter into other transactions in the future which could further exacerbate the risks related to our indebtedness.

Our bitcoin strategy includes acquiring bitcoin using proceeds from equity and debt financings and cash flows from operations. As such, despite our current level of indebtedness, we may incur substantially more indebtedness, and we may enter into other transactions in the future. Even if we were to enter into debt or other arrangements that contain restrictions on our ability to incur additional indebtedness, these restrictions may be subject to a number of qualifications and exceptions that would allow us to incur significant additional indebtedness. To the extent we incur additional indebtedness or other obligations, the risks described herein with respect to our indebtedness may increase significantly.

Collateral requirements and the repurchase rights of holders of our Convertible Notes may constrain our bitcoin strategy and our business.

Within 45 days of the closing date of the Debt Financing, we were required to have a Loan-to-Collateral Ratio of less than or equal to 1.0 to 1.0, with the Loan-to-Collateral Ratio calculated as the aggregate outstanding principal balance of all Convertible Notes divided by the sum of (i) the aggregate market value of bitcoin collateral multiplied by 0.5263157895, plus (ii) the aggregate value of all of our cash and cash equivalents collateral. In addition, holders of Convertible Notes have the right, at such holder's option, to require us to repurchase its Convertible Notes for cash on November 30, 2026, subject to the terms and conditions in the Indenture. The collateral held by the collateral agent under the Indenture may not be available to us to repurchase or repay the Convertible Notes since that collateral is subject to release only in accordance with the terms of the Indenture. We may need to maintain reserves in cash and cash equivalents, or otherwise liquidate bitcoin holdings or other assets when it is not desirable or advisable to do so, in order to fund such obligations, which could negatively affect our business and results of operation.

Risks Related to Our Share Repurchase Program

We cannot guarantee that our share repurchase program will be utilized to the full value approved or that it will enhance long-term stockholder value.

On June 23, 2025, we announced that our Board authorized the Share Repurchase Program allowing us to repurchase up to \$400 million of our outstanding shares of common stock.

Purchases under the Share Repurchase Program may be made from time to time in the open market, in privately negotiated transactions, block trades, accelerated share repurchase transactions, purchases through 10b5-1 trading plans, or by any combination of such methods. The timing and amount of any repurchases pursuant to the Share Repurchase Program will be determined based on market conditions, share price and other factors. The Share Repurchase Program does not have an expiration date, does not require us to repurchase any specific number of shares of our common stock, and may be modified, suspended or terminated at any time without notice. There is no guarantee that any shares will be purchased under the Share Repurchase Program. Any shares that will be repurchased are intended to be retired after purchase. We may from time to time, sell put option contracts in connection with our Share Repurchase Program in order to offset the cost of our Share Repurchase Program. Additionally, TMTG may, at any time and from time to time, seek to repurchase its outstanding Convertible Notes in open-market or privately-negotiated transactions. TMTG will retain broad discretion over the terms, prices, and factors applicable to such repurchases, if any.

Additionally, the Inflation Reduction Act of 2022 introduced a 1% excise tax on certain share repurchases, which has increased the costs associated with repurchasing shares of our common stock. Even if our share repurchase programs are fully implemented, they may not enhance long-term stockholder value or may not prove to be the best use of our cash. Share repurchases could have an impact on our share trading prices, increase the volatility of the price of our common stock, reduce the market liquidity for our common stock or reduce our available cash balance such that we will be required to seek financing to support our operations.

Risks Related to President Donald J. Trump

TMTG's success depends in part on the popularity of its brand and the reputation and popularity of President Donald J. Trump. The value of TMTG's brand may diminish if the popularity of President Donald J. Trump were to suffer, which could adversely affect TMTG's revenues, results of operations and its ability to maintain or generate a consumer base. Additionally, the death or incapacity of President Donald J. Trump, or discontinuation or limitation of his use of TMTG's products, would negatively impact TMTG's business.

While TMTG believes there is sufficient demand for its products including Truth Social, the image, reputation, popularity and talent of President Donald J. Trump will likely continue to be important factors to its success. In order to be successful, if President Donald J. Trump becomes less popular or there are new controversies that damage his credibility or the desire of people to use a platform associated with him, TMTG's results of operations could be adversely affected. If President Donald J. Trump were to discontinue his use of Truth Social due to death, disability, termination of the License Agreement, any other reason, TMTG could be significantly disadvantaged.

An adverse outcome in one or more of the ongoing legal proceedings in which President Donald J. Trump is involved could negatively impact TMTG and its Truth Social platform.

President Donald J. Trump is the subject of numerous legal proceedings, the scope and scale of which are unprecedented for a President of the United States. For example, he is a defendant in approximately eight civil cases-including one to which TMTG is a party-as well as a state criminal case that is currently paused. Recent adverse judgments in at least three civil and criminal cases are on appeal.

The foregoing does not purport to be an exhaustive list of legal proceedings in which President Donald J. Trump is or has been involved. In June 2016, USA Today published an analysis of litigation involving President Donald J. Trump, which found that over the previous three decades President Donald J. Trump and his businesses had been involved in at least 3,500 legal cases in U.S. federal and state courts. Of the approximately 3,500 suits, President Donald J. Trump or one of his companies were plaintiffs in 1,900; defendants in 1,450; and bankruptcy, third party, or other in 150. President Donald J. Trump was named personally in at least 169 suits in federal court. Over 150 other cases were in the Seventeenth Judicial Circuit Court of Florida (covering Broward County, Florida) since 1983. In the 1,300 cases where the record establishes the outcome, President Donald J. Trump settled 175 times, lost 38, won 450, and had another 137 cases end with some other outcome. In the other 500 cases, judges dismissed plaintiffs' claims against President Donald J. Trump. However, you should not rely on or infer any trends based on the disposition of such prior cases against President Donald J. Trump as no assurance can be given regarding the results of the pending legal proceedings.

TMTG cannot predict what effect, if any, an adverse outcome to such matters, or even their continued existence, may have on President Donald J. Trump's personal reputation and TMTG's business or prospects.

A publicly-traded entity controlled by President Donald J. Trump has previously been subject to a cease and desist order issued by the Securities and Exchange Commission.

On January 16, 2002, the SEC issued a cease and desist order against Trump Hotels & Casino Resorts, Inc. ("THCR") for violations of the anti-fraud provisions of the Exchange Act. As discussed in more detail in the SEC Release No. 45287, on October 25, 1999, THCR had issued a press release announcing its results for the third quarter of 1999 (the "Earnings Release"). To announce those results, the Earnings Release used a net income figure that differed from net income calculated in conformity with U.S. GAAP. Using that non-GAAP figure, the Earnings Release touted THCR's purportedly positive operating results for the quarter and stated that the Company had beaten analysts' earnings expectations. The Earnings Release was materially misleading because it created the false and misleading impression that THCR had exceeded earnings expectations primarily through operational improvements, when in fact it had not. The Earnings Release expressly stated that the net income figure excluded a one-time charge. The undisclosed one-time gain was material, because it represented the difference between positive trends in revenues and earnings and negative trends in revenues and earnings, and the difference between exceeding analysts' expectations and falling short of them. SEC stated that by knowingly or recklessly issuing a materially misleading press release, THCR violated Section 10(b) of the Exchange Act and Rule 10b-5 thereunder. The SEC accepted THCR's offer of settlement.

Any failure to maintain effective disclosure controls and internal control over financial reporting could have a material and adverse effect on its business and operating results and cause a decline in the price of TMTG common stock.

A number of companies that were associated with President Donald J. Trump have filed for bankruptcy. There can be no assurances that TMTG will not also become bankrupt.

Entities associated with President Donald J. Trump have filed for bankruptcy protection in the past. The Trump Taj Mahal, which was built and owned by President Donald J. Trump, filed for Chapter 11 bankruptcy in 1991. The Trump Plaza, the Trump Castle, and the Plaza Hotel, all owned by President Donald J. Trump at the time, filed for Chapter 11 bankruptcy in 1992. THCR, which was founded by President Donald J. Trump in 1995, filed for Chapter 11 bankruptcy in 2004. Trump Entertainment Resorts, Inc., the new name given to Trump Hotels & Casino Resorts after its 2004 bankruptcy, declared bankruptcy in 2009. While all of the foregoing were in different businesses than TMTG, there can be no guarantee that TMTG's performance will exceed the performance of those entities.

A number of companies that had license agreements with President Donald J. Trump have failed. There can be no assurances that TMTG will not also fail.

Trump Shuttle, Inc., launched by President Donald J. Trump in 1989, defaulted on its loans in 1990 and ceased to exist by 1992. Trump University, founded by President Donald J. Trump in 2005, ceased operations in 2011 amid lawsuits and investigations regarding that company's business practices. Trump Vodka, a brand of vodka produced by Drinks Americas under license from The Trump Organization, was introduced in 2005 and discontinued in 2011. Trump Mortgage, LLC, a financial services company founded by President Donald J. Trump in 2006, ceased operations in 2007. GoTrump.com, a travel site founded by President Donald J. Trump in 2006, ceased operations in 2007. Trump Steaks, a brand of steak and other meats founded by President Donald J. Trump in 2007, discontinued sales two months after its launch. While all these businesses were in different industries than TMTG, there can be no guarantee that TMTG's performance will exceed the performance of these entities.

The License Agreement does not require President Donald J. Trump to use Truth Social in certain circumstances, including with respect to posts that he determines, in his sole discretion, to be politically-related. TMTG lacks any meaningful remedy with respect to such determination - which could have a material adverse effect on the business and/or operations of TMTG.

The License Agreement includes a provision that obligates President Donald J. Trump to make any non-political social media post from any of his personal (i.e., non-business) accounts on Truth Social and to refrain from making the same post on another social media site for 6 hours (the "Exclusivity Obligation"). Thereafter, he is free to post on any site to which he has access. Thus, TMTG has limited time to benefit from his posts and followers may not find it compelling to use Truth Social to read his posts that quickly.

In addition, President Trump may make any post that he deems, in his sole discretion, to be related to government, politics, or similar topics ("Political Related Posts") on any social media site at any time, regardless of whether that post originates from a personal account. Most or all of Donald J. Trump's posts as President of the United States may be deemed by him to be Political Related Posts. TMTG may lack any meaningful remedy if President Donald J. Trump minimizes his future use of Truth Social and/or broadly construes the definition of Political Related Posts, which could have a material adverse effect on the business and/or operations of TMTG.

President Donald J. Trump may terminate the Exclusivity Obligation upon thirty days prior written notice provided at any time on or after February 2, 2025. From and after termination of the Exclusivity Obligation, President Donald J. Trump must make reasonable, good faith efforts to contemporaneously post on Truth Social any non-political posts that he makes from a personal account to another social media platform. However, that obligation is also subject to the exception for Political Related Posts.

President Donald J. Trump will have the right to terminate the License Agreement if any products or services ever fail to satisfy the highest standards for quality and reputation unless such failure is cured immediately (but not later than 30 days) after notification, regardless of whether TMTG is listed on a public stock exchange.

The License Agreement provides that, if it is not sooner terminated, the term of the License Agreement will continue in perpetuity, except that it may be terminated by TMTG Sub for convenience or by President Donald J. Trump for a breach of TMTG Sub's obligation to ensure that any products or services offered or marketed using President Donald J. Trump's name or likeness meet the highest standards of quality and reputation if such breach is not cured immediately (but not later than 30 days) after notification.

TMTG may inadvertently trigger President Donald J. Trump's right to terminate the License Agreement.

TMTG may inadvertently violate the foregoing requirement regarding quality and reputation, because that requirement is phrased in highly subjective terms, and it may not be practicable to cure any such violation within the 30-day period specified in the License Agreement.

President Donald J. Trump's criminal conviction in New York could make it more difficult for TMTG to obtain approvals from certain regulators or in certain jurisdictions.

On May 31, 2024, President Donald J. Trump was convicted in the Supreme Court of the State of New York, New York County, of 34 felony counts in connection with the alleged falsification of business records. On January 10, 2025, he was sentenced to unconditional discharge. On January 31, 2025, President Trump's counsel filed a notice of appeal, and many commentators have criticized the decision to charge and sentence President Trump based on a novel legal theory during a presidential campaign and transition.

On December 17, 2024, President Donald J. Trump transferred 100% of his interest in TMTG to the Trust. While the trustee of the Trust has sole voting and investment power over all securities owned by the Trust, as of the date of this Annual Report, President Trump remains the indirect beneficial owner of a majority of TMTG's common stock via the Trust.

TMTG operates in a regulated environment and from time to time may need or seek to obtain regulatory approvals, licenses or permits. Although subject to appeal, the fact and nature of President Donald J. Trump's conviction, combined with his indirect beneficial ownership in TMTG via the Trust, could make it difficult or impossible for TMTG to obtain such approvals, licenses or permits, including with respect to payments and finance, from certain regulators and/or in certain jurisdictions.

Risks Related to Intellectual Property

TMTG's intellectual property may be infringed upon, and others have and may continue to accuse TMTG of infringing on their intellectual property, either of which could adversely affect TMTG's business and result in protracted and expensive litigation.

In recent years, there has been significant litigation in the United States over patents and other intellectual property rights. Although TMTG is not engaged in such litigation in the United States, in the future TMTG or customers who use TMTG's products may be alleged to be infringing the trademarks, copyrights, patents and other intellectual property rights of third parties, including allegations made by TMTG's competitors or by non-practicing entities. As mentioned below, TMTG is currently engaged in a dispute over trademark rights in the European Union, in an administrative litigation setting. TMTG cannot predict whether assertions of third-party intellectual property rights or claims arising from these assertions will substantially harm TMTG's business and operating results. If TMTG is forced to defend any infringement claims, whether they are with or without merit or are ultimately determined in TMTG's favor, TMTG may face costly litigation and diversion of technical and management personnel. Some of TMTG's competitors have substantially greater resources than TMTG does and are able to sustain the cost of complex intellectual property litigation to a greater extent and for longer periods of time than TMTG could. Furthermore, an adverse outcome of a dispute may require TMTG to pay damages, potentially including treble damages, and attorneys' fees, if TMTG is found to have willfully infringed a party's patent or other intellectual property rights; to cease making, licensing or using products that are alleged to incorporate or make use of the intellectual property of others; to expend additional development resources to redesign TMTG's products; to rebrand its services; and to enter into potentially unfavorable royalty or license agreements in order to obtain the rights to use necessary technologies and current branding. Royalty or licensing agreements, if required, may be unavailable on terms acceptable to TMTG or at all. In any event, TMTG may need to license intellectual property which would require TMTG to pay royalties or make one-time payments. Even if these matters do not result in litigation or are resolved in TMTG's favor or without significant cash settlements, the time and resources necessary to resolve them could harm TMTG's business, operating results, financial condition and reputation.

The USPTO previously issued a non-final rejection of T Media Tech LLC's applications to register the trademarks "Truth Social" and "TRUTHSOCIAL" for use with a social media network based on its view that such use of these trademarks by T Media Tech LLC would be likely to confuse consumers because of the similarity of these trademarks to existing registered and pending trademarks. On that basis, the owners of those registered trademarks may bring claims against T Media Tech LLC and/or TMTG alleging trademark infringement. If such claims were successful, TMTG may be forced to rebrand, to pay substantial monetary damages or to enter into a trademark license agreement on unfavorable terms. On April 12, 2024, T Media Tech LLC filed an EU trademark application for "TRUTH SOCIAL."

TMTG Sub filed a cancellation proceeding on April 12, 2024 in the European Union Intellectual Property Office (referred to as the EUIPO) against a European Union trademark registration for "Truth Social" held by Claudio Lopes. Mr. Lopes filed for his European Union trademark registration for "Truth Social" on October 21, 2021, which was the day after TMTG publicly announced its upcoming launch of the Truth Social platform. The cancellation proceeding is therefore based on Mr. Lopes's bad faith registration. Mr. Lopes received his European Union trademark registration for "Truth Social" on February 3, 2022, and has claimed that TMTG is infringing his European Union trademark registration for "Truth Social." On July 8, 2025, Mr. Lopes filed a notice of opposition against T Media Tech LLC's EU trademark application. The EUIPO rejected the cancellation proceeding, and an appeal of the EUIPO's decision was filed on January 22, 2025. In addition, on January 23, 2025, T Media Tech LLC filed a second cancellation proceeding with the EUIPO against Mr. Lopes's "Truth Social" European Union registration.

In addition, if TMTG's advertising customers do not own the copyright for advertising content included in their advertisements or if digital media property owners do not own the copyright for content to the digital media next to which the advertisements appear, advertisers and digital media properties could receive complaints from copyright owners, which could harm TMTG's reputation and TMTG's business.

As such, litigation diverts the time and resources of TMTG's Management Team, regardless of the merits of the claim. There can be no assurance that TMTG would prevail in any future litigation relating to TMTG's intellectual property or licensing agreements. If TMTG were to lose such a case and be required to cease the sale of certain products or the use of certain technology or branding or were forced to pay monetary damages, the results could adversely affect TMTG's business and reputation.

TMTG must comply with licenses related to the use of free, publicly-available software incorporated in Truth Social products; failure to do so could cause the loss of the ability to use such software which could in turn adversely affect TMTG's revenues and results of operations.

In October 2021, Software Freedom Conservancy policy fellow Bradley M. Kuhn accused TMTG of violating the licensing agreement for the free, publicly available software platform, Mastodon. Although any entity can use the code from Mastodon, according to the licensing agreement (AGPLv3), each user of the software must receive "an opportunity to receive the entire Corresponding Source for the website based on that code." Early users of Truth Social, Kuhn alleged, did not receive the source code.

On October 26, 2021, Mastodon sent a letter requesting that the Truth Social source code be made publicly available in compliance with the license. Private TMTG took action to resolve this issue by publishing its source code.

TMTG may face similar risks in the future, and failure to comply with such licenses could cause the loss of the ability to use such software, which could in turn adversely affect TMTG's revenues and results of operations.

Many of TMTG's products and services rely on, incorporate, and/or license open source software, which may pose particular risks to TMTG's proprietary software, products, and services in a manner that could have a negative effect on TMTG's business.

TMTG uses and plans to continue using open-source software in its products and services. For example, Truth Social was built using an AGPLv3 license (also referred to "copyleft" or a "viral license"). In addition, TMTG may contribute software source code to existing open-source projects, such as Mastodon, pursuant to applicable licenses or release internal software projects under open-source licenses and anticipate doing so in the future. The terms of many licenses to which TMTG is or is likely to become subject to have not been interpreted by U.S. or foreign courts, and there is a risk that open-source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on TMTG's ability to provide or distribute TMTG's products or services. Additionally, TMTG may from time-to-time face claims from third parties claiming ownership of, or demanding release of, the open-source software or derivative works that TMTG developed using such software (which could include TMTG's proprietary source code), or otherwise seeking to enforce the terms of an applicable license in a manner adverse to TMTG's interests. TMTG is proactively working to mitigate these risks by developing technical solutions to these potential challenges. However, this re-engineering process could require significant additional research and development resources, and TMTG may not be able to complete it successfully or at a reasonable cost. In addition to risks related to license requirements, use of certain open-source software can lead to greater risks than use of third-party commercial software, as open-source licensors generally do not provide warranties or controls on the origin of software. Additionally, because any software source code TMTG contributes to open-source projects is publicly available, TMTG's ability to protect TMTG's intellectual property rights with respect to such software source code may be limited or lost entirely, and TMTG is unable to prevent TMTG's competitors or others from using such contributed software source code. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a negative effect on TMTG's business, financial condition, and operating results.

If TMTG's is unable to successfully register certain trademarks, the value of TMTG's brand and other intangible assets may be diminished, and TMTG's business may be materially adversely affected.

On February 14, 2023, a trademark for "TRUTH SOCIAL" in classes 21 and 25 was registered with USPTO by T Media Tech LLC for use with cups, mugs and certain types of clothing. Trademark applications for "Truth Social" in classes 9 and 42; for "TRUTHSOCIAL" in classes 9, 35, 38, 41, 42 and 45; and for "TRUTHPLUS" in classes 9, 35, 38, 41, and 42 are the subject of suspension notices received from USPTO on October 24, 2022; February 14, 2023 and February 17, 2023, respectively, in each case based on alleged similarity to existing registered (and pending) trademarks. In particular, the USPTO has issued non-final rejections of all of the foregoing applications to register marks for use with a social media network or a streaming video service. Although TMTG or an affiliate pursued certain appeal rights, there can be no assurance that TMTG will be able to overcome the objections of the trademark examiner or that the challenged marks will be approved. Several additional trademark applications remain pending, but have not been the subject of final adverse action by USPTO.

TMTG may be unable to obtain patent or trademark protection for its technologies and brands, and any patents or trademarks that may be issued in the future may not provide TMTG with competitive advantages or distinguish its products and services from those of its competitors. In addition, any patents and trademarks may be contested, circumvented, or found unenforceable or invalid, and TMTG may not be able to prevent third parties from infringing, diluting or otherwise violating them. For example, TMTG is currently challenging an apparent bad faith registrations of the Truth Social trademark in the European Union.

In any or all of these cases, TMTG may be required to expend significant time and expense in order to prevent infringement or to enforce TMTG's rights. Although TMTG intends to take measures to protect TMTG's proprietary rights, there can be no assurance that others will not offer products or concepts that are, or use branding that is, substantially similar to TMTG's and compete with TMTG's business. In addition, TMTG may contribute software source code under open source licenses and may make other technology developed by it available under other open licenses, and TMTG may include open source software in TMTG's products. As a result of any future TMTG's open source contributions and the use of open source in TMTG's products, TMTG may license or be required to license innovations that turn out to be material to TMTG's business and may also be exposed to increased litigation risk. If the protection of TMTG's proprietary rights is inadequate to prevent unauthorized use or appropriation by third parties, the value of TMTG's brand and other intangible assets may be diminished and competitors may be able to more effectively mimic TMTG's branding, service and methods of operations. Any of these events could have an adverse effect on TMTG's business and financial results.

Trademark, copyright, patent, and other intellectual property rights are important to TMTG and other companies. TMTG's intellectual property rights extend to TMTG's technology, business processes and the content on TMTG's website. TMTG intends to use the intellectual property of third parties in merchandising TMTG's products and marketing TMTG's service through contractual and other rights. If there is any claim against TMTG for infringement, misappropriation, misuse or other violation of third party intellectual property rights, and TMTG is unable to obtain sufficient rights or develop non-infringing intellectual property or otherwise alter TMTG's business practices, as appropriate, on a timely basis, TMTG's business and competitive position may be affected adversely. Many companies are devoting significant resources to developing patents that could potentially affect many aspects of TMTG's business. There are numerous patents that broadly claim means and methods of conducting business on the internet. TMTG has not exhaustively searched patents relative to TMTG's technology. TMTG has been and may be accused of infringing certain of these patents. In addition, other parties may assert infringement or unfair competition, or other intellectual property claims against TMTG that could relate to any aspect of TMTG's technology, business processes, branding, merchandizing, and marketing activities or TMTG's intellectual property rights. TMTG cannot predict whether third parties will assert claims of infringement against it, the subject matter of any of these claims or whether these assertions or prosecutions will adversely affect TMTG's business. If TMTG is forced to defend itself against any of these claims, whether they are with or without merit or are determined in TMTG's favor, TMTG may face costly litigation, diversion of technical and management personnel, inability to use TMTG's current branding or website technology or inability to market TMTG's service or merchandise TMTG's products. As a result of a dispute, TMTG may have to develop non-infringing technology, rebrand, enter into royalty or licensing agreements, adjust TMTG's merchandizing or marketing activities or take other action to resolve the claims. These actions, if required, may be unavailable on terms acceptable to TMTG, costly or unavailable.

If TMTG is unable to protect TMTG's domain names, TMTG's reputation and brand could be affected adversely.

TMTG may hold various domain names relating to TMTG's brand, including TMTGcorp.com and Truthsocial.com. Failure to protect TMTG's domain names could affect adversely TMTG's reputation and brand and make it more difficult for users to find TMTG's website and TMTG's service. The acquisition and maintenance of domain names generally are regulated by governmental agencies and their designees. The regulation of domain names in the United States may change in the near future. Governing bodies may establish additional top-level domains, appoint additional domain name registrars, or modify the requirements for holding domain names. As a result, TMTG may be unable to acquire or maintain relevant domain names. Furthermore, the relationship between regulations governing domain names and laws protecting trademarks and similar proprietary rights is unclear. TMTG may be unable to prevent third parties from acquiring domain names that are similar to, infringe upon, or otherwise decrease the value of TMTG's trademarks and other proprietary rights.

Legal, Regulatory, Compliance, and Governance Risks

TMTG's reputation, competitive advantage, financial position and relationships with its users could be materially harmed if TMTG is unable to comply with complex and evolving data protection and privacy, security, and breach of notification laws and regulations, and the costs and resources required to achieve compliance may have a materially adverse impact.

Federal, state, and international laws and regulations govern the protection, collection, use, processing, retention, sharing, privacy, and security of data that TMTG may access, use, disclose, transfer, store, and collect across TMTG's operational and advertising solutions. As such, TMTG's reputation, competitive advantage, financial position and relationships with its users could be materially harmed if TMTG is accused of a violation or is unable to comply with complex and evolving data protection and privacy, security, and breach of notification laws and regulations, and the costs and resources required to achieve compliance on an international scale may have a materially adverse impact on its business. TMTG may also rely on third-party service providers to collect, process, transmit, and store personal or confidential information (including users' payment card data and video and audio recordings). In the course of delivering TMTG's product(s), TMTG expects to use, disclose, control, process, collect, transmit and store information that is related to and seeks to correlate internet-connected devices, user activity and the advertisements it places. TMTG may face certain legal obligations regarding the manner in which TMTG treats such information. These legal obligations are complex and rapidly evolving. Other businesses have been criticized by privacy groups and governmental bodies for attempts to link personal identities and other information to data collected on the internet regarding users' browsing and other habits. Increased regulation of data utilization practices, including self-regulation, as well as increased enforcement of existing laws, could have an adverse effect on TMTG's business. Further, TMTG, its service providers and its business partners use tracking technologies, including cookies, device identifiers, and related technologies, to help TMTG manage and track users' interactions with TMTG platforms, services, websites and content, and deliver relevant advertising and personalized content.

TMTG strives to comply with all applicable laws, regulations, policies and legal obligations relating to privacy, security, and data protection, collection, processing use, disclosure, transmission, and storage. However, the applicability of specific laws may be unclear in some cases, particularly in the new and rapidly evolving industry in which TMTG operates, and domestic and foreign government laws, regulations, and enforcement of data practices and data tracking technologies is expansive, poorly defined and rapidly evolving. In addition, it is possible that these requirements may be interpreted and applied in a manner that is new or inconsistent from one jurisdiction to another and may conflict with other laws, regulations, or rules or TMTG's practices. Any actual or perceived failure by TMTG to comply with U.S. federal, state or international laws, including laws and regulations regulating data privacy, security or consumer protection, or use, disclosure or unauthorized access to or by third parties to this information, could result in proceedings or actions against TMTG by government entities, competitors, private parties or others. Any proceedings or actions against TMTG alleging violations of consumer or data protection laws or asserting privacy-related or security-related theories could result in governmental enforcement actions or litigation that could expose TMTG to substantial financial penalties, or other monetary or non-monetary relief, negative publicity, loss of confidence in TMTG's products, decline in user or advertiser growth or damage to TMTG's brand and reputation and could force TMTG to cease operations or force TMTG to spend significant amounts in defense of these proceedings, distract TMTG's Management Team, increase its costs of doing business, adversely affect the demand for its solutions and ultimately result in the imposition of monetary liability. TMTG may also be contractually liable to indemnify and hold harmless TMTG's customers, vendors or third parties from the costs or consequences of litigation resulting from using TMTG's solutions or from the disclosure of confidential information, which could damage TMTG's reputation among its current and potential customers, and may require significant expenditures of capital and other resources that could cause it to lose significant business and revenue. Compliance with applicable privacy, security and breach laws and regulations may increase TMTG's costs of doing business and adversely impact its ability to conduct its business and market its solutions, products and services to its users and potential users. Any significant change to applicable laws, regulations or industry practices, or to interpretations of existing laws and regulations, regarding the use or disclosure of users' data, or regarding requirements around obtaining consent from users for the use and disclosure of such data, could require TMTG to modify its products to allow for limited data use, possibly in a material manner, and may limit TMTG's ability to develop new products that make use of the data that users voluntarily share.

The collection, protection and use of personal information, personally identifiable information and/or personal data (collectively referred to as "personal data" for ease of reference) is governed by data protection, privacy, security and breach laws and regulations enacted in the United States and other jurisdictions around the world in which TMTG operates or plans to operate. These laws and regulations continue to evolve and may be inconsistent from one jurisdiction to another. Compliance with applicable privacy, security and breach laws and regulations may increase TMTG's costs of doing business and adversely impact its ability to conduct its business and market its solutions, products and services to its users and potential users.

In the U.S., there is not one comprehensive data protection, consumer protection, data privacy, security, youth social media or breach notification law. Rather, numerous state and federal laws must be complied with by TMTG simultaneously across U.S. jurisdictions. Various types of companies and their data are regulated by stringent industry specific regulations and standards based on data type and sensitivity. For example, all 50 states and four U.S. territories have enacted laws that require notice of data breaches. Many U.S. states require comprehensive data protection, privacy and/or security compliance programs. Additionally, TMTG's use of data to deliver relevant advertising and other services on TMTG's platform places TMTG at risk for claims under various unsettled federal and state laws, including the Video Privacy Protection Act ("VPPA"). There are also a number of legislative proposals pending before the U.S. Congress and various state legislative bodies, concerning data protection that could affect TMTG. At this time some states have laws restricting the use and disclosure of minor's user data, biometric data and/or health information without notice and/or express consent of a natural person of the age of majority with appropriate legal authority to consent. If TMTG fails to comply with the federal and/or state data protection and data privacy laws, or if regulators or plaintiffs assert TMTG has failed to comply with them, it may lead to court orders, injunctions, regulatory enforcement actions, private lawsuits, a reduction in revenue, and/or reputational damage.

Many U.S. states and some territories have adopted and/or are likely to adopt in the near future state privacy laws similar to stringent European privacy laws that require data mapping, consumer rights to erasure, deletion, and portability that will be materially costly for TMTG to interpret, implement and maintain. If TMTG fails to comply with federal or state data protection and data privacy laws, or if regulators or plaintiffs assert TMTG has failed to comply with them, it may lead to regulatory enforcement actions, private lawsuits and/or reputational damage. For example, California's privacy law, the CCPA, and follow-on legislation in the CPRA, provides for civil penalties for violations, as well as a private right of action for data breaches that may increase data breach litigation. The CPRA also created a new state agency that is vested with authority to implement and enforce the CCPA and the CRPA. Similar laws passed in numerous other U.S. states with several that went into effect in 2024 and 2025 and other that will become effective in the near future. Additional U.S. states are considering, similar data privacy laws. TMTG expects that new legislation proposed or enacted in various other states will continue to shape the data privacy environment nationally. Certain state laws may be more stringent or broader in scope, or offer greater individual rights, with respect to confidential, sensitive and personal information than federal, international or other state laws, and such laws may differ from each other, which may complicate compliance efforts. TMTG may be required to make additional compliance investments and changes to its business processes in order to comply with individual state privacy and security laws currently in effect and/or as they are enacted. The Federal Trade Commission ("FTC") Act prohibits unfair and deceptive practices. The FTC has broad investigatory authority, including the authority to subpoena witnesses, demand civil investigation, and require businesses to submit written reports under oath. The FTC can and does engage in enforcement actions, issue rulings, and seek civil penalties in federal court. Additionally, the FTC and many state attorneys general are interpreting federal and state consumer protection laws to impose standards for the online collection, use, dissemination and security of data. An FTC enforcement action may lead to court orders, injunctions, additional regulatory enforcement actions, consent decrees which are posted publicly on the FTC's website, consent orders, a reduction in revenue, and/or reputational damage.

Existing and new legislation or regulatory decisions related to children's data may restrict TMTG's ability to collect and use information about minors or also limit TMTG's advertising services and ability to offer products and services to minors in certain jurisdictions. For example, in the U.S., the Children's Online Privacy Protection Act ("COPPA") expands liability for the collection of information by operators of websites and other electronic solutions that are directed to children. Legal guardian consent is required for certain activities involving the data of children. Questions exist as to how regulators and courts may interpret the scope and circumstances for potential liability under COPPA, but this remains a significant focus of the FTC in light of mental health and other concerns over children's use of social media. The FTC continues to provide guidance and clarification regarding COPPA. FTC guidance or enforcement precedent may make it difficult or impractical for TMTG to provide advertising on certain websites, services or applications. In addition, the FTC has fined an advertising network for certain methods of collecting and using data from mobile applications, including certain applications directed at children, and failing to disclose the data collection to mobile application developers in its network. In 2025, the FTC approved updates to COPPA to impose significant new obligations regarding the collection, use, and disclosure of personal information from children under 13 such as requiring separate parental consent for data sharing with third parties for targeted ads, requiring data minimization and a data retention policy, expanding the definition of covered information to include biometric identifiers and government-issued identifiers beyond Social Security number and expanding parental consent notice requirements. Further, there is increased regulation at the state level, as several U.S. states, including Arkansas, Utah, Texas, California, and Florida, among others, have passed laws restricting TMTG's ability to offer services to minors without parental consent or otherwise limiting the services that TMTG can provide to minors. While enforcement of a number of these statutes (or parts of them) has been enjoined as a result of legal challenges to them, it is possible that the decisions to enjoin these statutes may be overturned, the injunctive orders may expire, and certain statutes are coming into effect that may not be subject to injunctions. Should enforcement of one or more of these statutes not be enjoined, TMTG may not be able to comply with certain of these statutes by their respective effective dates. Additionally, the EU and many of its member states, among other jurisdictions, also have rules that limit processing of personal information, including children's data, and that impose specific requirements intended to protect children online. TMTG and its advertisers could be at risk for violation or alleged violation of these and other privacy, advertising, children's online protection, or similar laws.

Internationally, depending on TMTG's activities and operations, it may be subject to various data protection regulations. For example, TMTG is subject to the European Union's General Data Protection Regulation (EU) 2016/679 ("GDPR"), which applies to all members of the European Economic Area ("EEA") and, in some circumstances, to controllers and processors in a jurisdiction outside the EEA including any business, regardless of its location, that provides goods or services to data subjects located in the EEA, or monitors the behavior of EEA data subjects. The GDPR imposes significant restrictions, obligations and penalties on data controllers and data processors, including stringent requirements for the processing of personal data. If TMTG fails to comply with the GDPR, it may lead to regulatory investigation with possible enforcement of monetary penalties ranging from 10 million to 20 million euros, or 2% to 4% of annual worldwide revenue (whichever is higher), private or class action lawsuits and/or reputational damage. Further, withdrawal of the United Kingdom ("UK") from the European Union ("EU") has led to legal uncertainty and divergent national laws and regulations. In particular, while the Data Protection Act of 2018, which supplements the GDPR, is now effective in the UK alongside the UK GDPR, it is still unclear whether transfer of data from the EEA to the UK will remain lawful under the GDPR without additional safeguards.

In Canada, TMTG is subject to the laws of the individual provinces, as well as Canada's Personal Information and Protection of Electronic Documents Act ("PIPEDA"). PIPEDA provides Canadian residents with privacy protections and sets out rules for how companies may collect, use and disclose personal information in the course of commercial activities. The costs of compliance with, and other burdens imposed by, these and other international data privacy and security laws may limit the use and adoption of TMTG's solutions, products and services and could have a materially adverse impact on its business. Any failure or perceived failure by TMTG or third-party service providers to comply with international data privacy and security laws may lead to regulatory enforcement actions, fines, private lawsuits or reputational damage.

In addition, TMTG may be unable to transfer personal information from Europe and other jurisdictions to the U.S. or other countries due to data localization requirements or limitations on cross-border data flows. Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal information to other countries. For example, Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal information to other countries. In particular, the EEA and UK have significantly restricted the transfer of personal information to the U.S. and other countries whose privacy laws they generally believe are inadequate. Other jurisdictions may adopt similarly stringent interpretations of their data localization and cross-border data transfer laws. Although there are currently various mechanisms that may be used to transfer personal information from the EEA and UK to the U.S. in compliance with law, such as the EEA's standard contractual clause, and the EU-U.S. Data Privacy Framework and the UK extension thereto (which allow for transfers to relevant U.S.-based organizations who self-certify compliance and participate in the Framework), these mechanisms can be subject to legal challenges, and there is no assurance that TMTG can satisfy or rely on these measures to lawfully transfer personal information to the U.S.

If there is no lawful manner for TMTG to transfer personal information from the EEA, the UK, or other jurisdictions to the U.S., or if the requirements for a legally-compliant transfer are too onerous, TMTG could face significant adverse consequences, including the interruption or degradation of TMTG's operations, the need to relocate part of or all of TMTG's business or data processing activities to other jurisdictions at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against TMTG's processing or transferring of personal information necessary to operate TMTG's business. Additionally, companies that transfer personal information out of the EEA and UK to other jurisdictions, particularly to the U.S., are subject to increased scrutiny from regulators, individual litigants, and activist groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers of personal information out of Europe for allegedly violating the EU GDPR's cross-border data transfer limitations. For example, in May 2023, the Irish Data Protection Commission determined that a major social media company's use of the standard contractual clauses to transfer personal information from Europe to the U.S. was insufficient and levied a 1.2 billion Euro fine against the company and prohibited the company from transferring personal information to the U.S.

Evolving definitions of personal data within the EU, especially relating to the classification of IP addresses, machine or device identifiers, geo-location data and other such information, may cause TMTG to change its business practices, diminish the quality of its data and the value of its solution, and hamper its ability to provide or expand its offerings. TMTG's failure to comply with evolving interpretations of applicable laws and regulations, or to adequately protect personal data, could result in enforcement action against TMTG or reputational harm, which could have a material adverse impact on TMTG's business, financial condition and results of operations.

Additionally, TMTG expects an increase in the regulation of the use of AI and ML in products and services. For example, in Europe, the proposed Artificial Intelligence Act ("AI Act"), once adopted, could impose onerous obligations related to the development, placing on the market and use of AI-related systems. TMTG may have to change TMTG's business practices to comply with obligations under these or other new and evolving regimes.

In addition to compliance with government regulations, TMTG expects to participate in trade associations and industry self-regulatory groups that promulgate best practices or codes of conduct addressing the provision of internet advertising. TMTG could be adversely affected by changes to these guidelines and codes in ways that are inconsistent with its practices or in conflict with the laws and regulations of U.S. or international regulatory authorities. For instance, new guidelines, codes or interpretations, by self-regulatory organizations or government agencies, may require additional disclosures or additional consumer consents, such as "opt-in" permissions to share, link or use data, such as health data from third parties, in certain ways. If TMTG fails to abide by, or is perceived as not operating in accordance with, industry best practices or any industry guidelines or codes with regard to privacy, its reputation may suffer and TMTG could lose relationships with advertisers and digital media properties.

TMTG may face lawsuits or incur liability as a result of content published on the Truth ecosystem.

TMTG may face claims relating to content that is published or made available through TMTG's products and services or third-party products or services. In particular, the nature of TMTG's business exposes it to claims related to defamation, intellectual property rights, rights of publicity and privacy, illegal content, content regulation and personal injury torts. The law relating to the liability of providers of online products or services for activities of their users remains somewhat unsettled, both within the United States and internationally. This risk may be enhanced in certain jurisdictions outside the United States where TMTG may be less protected under local laws than TMTG is in the United States. In addition, the public nature of communications on TMTG's network exposes it to risks arising from the creation of impersonation accounts intended to be attributed to TMTG's users or advertisers. TMTG could incur significant costs investigating and defending these claims. If TMTG incurs costs or liability as a result of these events occurring, TMTG's business, financial condition and operating results could be adversely affected.

In the future, TMTG may be involved in numerous class action lawsuits and lawsuits and disputes that are expensive and time consuming, and, if resolved adversely, could harm TMTG's business, financial condition or results of operations.

In addition to intellectual property and licensing claims, TMTG may also be involved in numerous other lawsuits, many of which typically include claims for statutory damages, including putative class action lawsuits brought by users and claims brought by contractual counterparties such as vendors, current or former employees, convertible noteholders or advertising partners, or by stockholders, many of which claim statutory damages. Recent putative class action complaints against other companies in TMTG's industry have included claims for violations of the Electronic Communications Privacy Act, 18 U.S.C. §§ 1030, the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, The California Invasion of Privacy Act, Cal. Penal Code § 631, the California Unfair Competition Law, Business and Professions Code §§ 17200, *et seq.*, the New York General Business Law §§ 349, *et seq.*, and tort claims for negligence, invasion of privacy, intrusion upon seclusion, larceny/receipt of stolen property, conversion, and unjust enrichment. In fact, TMTG anticipates that TMTG will continue to be a target for numerous lawsuits in the future, and that prospective or actual litigation involving TMTG may generate significant negative attention. If TMTG is able to build an expansive user base, the plaintiffs in class action cases filed against TMTG typically will claim enormous monetary damages even if the alleged per-user harm is small or non-existent. Any litigation to which TMTG may in the future be a party may result in an onerous or unfavorable judgment that may not be reversed upon appeal, or TMTG may decide to settle lawsuits on similarly unfavorable terms. Any such negative outcome could result in payments of substantial monetary damages or fines, or changes to TMTG's products or business practices, and accordingly TMTG's business, financial condition, or results of operations could be materially and adversely affected. However, defending any future claims may be costly and can impose a significant burden on management and employees, and TMTG may receive unfavorable preliminary or interim rulings in the course of litigation, which could adversely affect the market price of TMTG common stock. There can be no assurances that a favorable final outcome will be obtained in any cases in the future.

TMTG has agreed to indemnify TMTG's officers and directors against lawsuits to the fullest extent of the law.

TMTG is a Florida corporation. Florida law permits the indemnification of officers and directors against expenses incurred in successfully defending against a claim. Florida law also authorizes Florida corporations to indemnify their officers and directors against expenses and liabilities incurred because of their being or having been an officer or director. TMTG's organizational documents provide for this indemnification to the fullest extent permitted by Florida law.

On the closing of the Initial Business Combination, TMTG obtained director and officer liability insurance to cover liabilities TMTG's directors and key executive officers may incur in connection with their services to TMTG. There is no guarantee that such insurance coverage will protect TMTG from any damages or loss claims filed against it, or that such coverage will be available on reasonable economic terms satisfactory and acceptable to TMTG.

Florida law and TMTG's Articles and Bylaws contain certain provisions, including anti-takeover provisions, that limit the ability of stockholders to take certain actions and could delay or discourage takeover attempts that stockholders may consider favorable.

The Articles, the Bylaws, and the FBCA contain provisions that could have the effect of rendering more difficult, delaying or preventing an acquisition deemed undesirable by the TMTG Board and therefore depress the trading price of TMTG's common stock. These provisions could also make it difficult for stockholders to take certain actions, including electing directors who are not nominated by the TMTG Board or taking other corporate actions, including effecting changes in the management of TMTG. Among other things, the Articles and the Bylaws, as applicable, include provisions regarding:

- a classified Board with three-year staggered terms, which could delay the ability of stockholders to change the membership of a majority of the TMTG Board;
- the ability of the TMTG Board to issue shares of preferred stock, including "blank check" preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- the limitation of the liability of, and the indemnification of, TMTG's directors and officers;
- the exclusive right of the TMTG Board to elect a director to fill a vacancy created by the expansion of the Board or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on the TMTG Board;
- the requirement that directors may only be removed from the TMTG Board for cause;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of stockholders and could delay the ability of stockholders to force consideration of a stockholder proposal or to take action, including the removal of directors;
- the limitation that stockholders may not call a special meeting of stockholders, which could limit the ability of stockholders to force consideration of a proposal or to take action, including the removal of directors;
- the procedures for the conduct and scheduling of TMTG Board and stockholder meetings;
- the requirement for the affirmative vote of holders of at least a majority of the voting power of all of the then-outstanding shares of the voting stock, voting together as a single class, to amend, alter, change or repeal any provision of the Articles, which could preclude stockholders from bringing matters before annual or special meetings of stockholders and delay changes in the TMTG Board and also may inhibit the ability of an acquirer to effect such amendments to facilitate an unsolicited takeover attempt;
- the ability of the TMTG Board to amend the Bylaws, which may allow the TMTG Board to take additional actions to prevent an unsolicited takeover and inhibit the ability of an acquirer to amend the Bylaws to facilitate an unsolicited takeover attempt; and
- advance notice procedures with which stockholders must comply to nominate candidates to the TMTG Board or to propose matters to be acted upon at a stockholders' meeting, which could preclude stockholders from bringing matters before annual or special meetings of stockholders and delay changes in the TMTG Board and also may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of TMTG.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in the Management Team.

Furthermore, under the Articles, TMTG expressly opted out of Section 607.0902 of the FBCA, which contains certain prohibitions relating to "control share acquisitions." Section 607.0902 of the FBCA prohibits the voting of shares in a publicly held Florida corporation that are acquired in a control share acquisition unless (i) the board of directors approved such acquisition prior to its consummation or (ii) after such acquisition, in lieu of prior approval by the board of directors, the holders of a majority of the corporation's voting shares, exclusive of shares owned by officers of the corporation, employee directors or the acquiring party, approve the granting of voting rights as to the shares acquired in the control share acquisition. A "control share acquisition" is defined as an acquisition that immediately thereafter entitles the acquiring party to exercise or direct the exercise of the voting power of the corporation in an election of directors within any of the following ranges of voting power: (1) one-fifth or more but less than one-third of all voting power; (2) one-third or more but less than a majority of all voting power; or (3) a majority or more of all voting power. TMTG has also expressly opted out of Section 607.0901 of the FBCA, Pursuant to Section 607.0901 of the FBCA, which provides that a publicly held Florida corporation may not engage in a broad range of business combinations or other extraordinary corporate transactions with an interested stockholder for a period of three years following the time that such stockholder became an interested stockholder, unless: (1) prior to the time that such stockholder became an interested stockholder, the board of directors approved either the affiliated transaction or the transaction that resulted in the stockholder becoming an interested stockholder; (2) upon consummation of such a business combination or extraordinary corporate transaction that resulted in the subject stockholder becoming an interested stockholder, such stockholder owned at least 85% of the outstanding voting shares of the corporation at the time such transaction commenced, exclusive of shares owned by directors who are also officers and certain employee stock plans; or (3) at or subsequent to the time the subject stockholder became an interested stockholder, such business combination or other extraordinary corporate transaction is approved by the board of directors and authorized by an affirmative vote of the holders of at least two-thirds of the voting shares of the corporation (excluding shares held by the interested stockholder) at an annual or special meeting of stockholders, and not by written consent.

These anti-takeover provisions and others make it more difficult for stockholders or potential acquirers to obtain control of companies. Because of TMTG's express opt out of these anti-takeover provisions, it may be easier for such persons or entities to initiate actions that are opposed by the then-current TMTG Board and more difficult to delay or impede a merger, tender offer or proxy contest involving TMTG. The lack of the applicability of these provisions could lead to proxy contests and facilitate stockholders' ability to elect directors of their choosing or cause TMTG to take other corporate actions desired by some but not all or a majority of stockholders. Any of these actions could cause the market price of TMTG's common stock to decline or times of increased volatility. Nonetheless, TMTG may enter into a stockholder rights plan, commonly known as a "poison pill," that may delay or prevent a change of control.

Any provision of the Articles, the Bylaws or Florida law that has the effect of delaying or preventing a change in control could limit the opportunity for stockholders to receive a premium for their shares of TMTG's capital stock, deprive stockholders from considering proposals they may believe to be in their best interests, and, consequently, could also affect the price that some investors are willing to pay for TMTG's common stock.

The Articles designate a state court located within the 12th Judicial Circuit of the State of Florida (or, if a state court located within the State of Florida does not have jurisdiction, the federal district court for the Middle District of Florida) as the exclusive forum for substantially all disputes between TMTG and its stockholders, and also provides that the U.S. District Court for the Middle District of Florida will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, each of which could limit the ability of TMTG's stockholders to choose the judicial forum for disputes with TMTG or its directors, officers, or employees.

The Articles provides that, unless TMTG consents in writing to the selection of an alternative forum, a state court located within the 12th Judicial Circuit of the State of Florida (or, if a state court located within the State of Florida does not have jurisdiction, the federal district court for the Middle District of Florida) shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on its behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of its directors, officers, or other employees to TMTG or its stockholders, (iii) any action arising pursuant to any provision of the FBCA, or the Articles or the Bylaws or (iv) any other action asserting a claim that is governed by the internal affairs doctrine in all cases subject to the court having jurisdiction over indispensable parties named as defendants. The Amended Charter also provides that the U.S. District Court for the Middle District of Florida is the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. The Bylaws also provide that any person or entity purchasing or otherwise acquiring any interest in shares of TMTG's capital stock will be deemed to have notice of and to have consented to this choice of forum provision. The exclusive forum provision will be applicable to the fullest extent permitted by applicable law, subject to certain exceptions. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision may not be held to apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. There is uncertainty as to the extent to which a court would enforce this provision and that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Section 22 of the Securities Act creates concurrent jurisdiction for state and federal courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Any person or entity purchasing or otherwise acquiring any interest in any of TMTG's securities shall be deemed to have notice of and consented to this provision. This exclusive-forum provision may limit a stockholder's ability to bring a claim in a judicial forum of its choosing for disputes with TMTG or its directors, officers or other employees, which may discourage lawsuits against TMTG and its directors, officers and other employees. If a court were to find the exclusive forum provision to be inapplicable or unenforceable in an action, TMTG may incur additional costs associated with resolving the dispute in other jurisdictions, which could hamper TMTG's results of operations.

Ongoing litigation over the "conversion ratio" could adversely affect TMTG's business, financial condition and stock price.

As disclosed in Item 1 of this Annual Report, on February 29, 2024, ARC filed a lawsuit in the Court of Chancery of the State of Delaware (C.A. No. 2024-0186-LWW) against Digital World and its directors, alleging an impending violation of the Digital World Charter. ARC alleged that Digital World failed to commit to issue conversion shares to ARC that ARC claims it is owed upon the consummation of the Initial Business Combination pursuant to the Charter.

On September 16, 2024, the Chancery Court issued its order in this matter setting the conversion ratio at 1.4911:1. The Chancery Court ruled against ARC on a substantial majority of its claims, reducing ARC's proposed calculation of the conversion ratio of 1.81:1 by approximately 70% and holding that the former board members of Digital World did not breach any fiduciary duties in setting the conversion ratio calculation or in their public disclosures of the same. As a result of the Chancery Court's order, a portion of the disputed conversion Common Stock held in escrow were released to ARC. Accordingly, 785,825 shares of TMTG Common Stock, which represents the Court's calculation for the difference between the ratio of 1.348:1 determined by the Digital World Board and 1.4911:1, were released from escrow. 238,692 additional shares were released to Non-ARC Class B shareholders in accordance with Court's ratio.

Both parties still retain the option to file an appeal within 30 days after the Chancery Court's final order. If ARC appeals and is successful, such appeal could result in the issuance of additional shares, diluting other stockholders and affecting TMTG's stock price. Further proceedings in this matter could lead to substantial legal costs, adversely impact the business operations and financial health of TMTG, and/or impair TMTG's management's ability to allocate adequate attention and resources to effectively implement TMTG's business strategy.

The Trust holds approximately 41.5% of the outstanding TMTG common stock, which control limits or precludes other stockholders' ability to influence the outcome of matters submitted to stockholders for approval, including the election of directors, the approval of certain employee compensation plans, the adoption of amendments to TMTG's organizational documents and the approval of any merger, consolidation, sale of all or substantially all of its assets, or other major corporate transaction requiring stockholder approval.

As of February 25, 2026, the Trust beneficially owned approximately 41.1% of the voting power of the outstanding TMTG common stock. Accordingly, where a majority or plurality vote is required, as applicable, President Donald J. Trump will be able to determine the outcome of matters submitted to TMTG's stockholders for approval, including the election of directors, amendments to TMTG's organizational documents and any merger, consolidation, sale of all or substantially all of TMTG's assets or other major corporate transactions. The Trust may have interests that differ from yours and may vote in a way with which you disagree and which may be adverse to your interests. This concentrated control may have the effect of delaying, preventing or deterring a change in control of TMTG, could deprive TMTG's stockholders of an opportunity to receive a premium for their common stock as part of a sale of TMTG and might ultimately affect the value of TMTG common stock.

The Trust will, as a controlling stockholder, be entitled to vote its shares in its own interests, which may not always be in the interests of TMTG's stockholders generally.

Market Risks

The market prices of TMTG's Common Stock and Public Warrants have been and may continue to be extremely volatile, which could cause purchasers of TMTG's securities to incur substantial losses.

The market prices and trading volume of TMTG's Common Stock have recently experienced, and may continue to experience, extreme volatility, which could cause purchasers of TMTG's Common Stock and Public Warrants to incur substantial losses. Since the closing of the Initial Business Combination through February 25, 2026, TMTG's Common Stock has traded as low as \$9.90 and as high as \$79.38.

TMTG believes that the recent volatility and TMTG's current market prices reflect market and trading dynamics unrelated to TMTG's underlying business, or macro or industry fundamentals, and TMTG does not know how long these dynamics will last. Under the circumstances, investors in TMTG's Common Stock and Public Warrants are subject to the risk of losing all or a substantial portion of their investment.

Broad market and industry factors may materially harm the market price of TMTG's securities irrespective of TMTG's operating performance. The stock market in general and Nasdaq specifically have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, you may not be able to sell your securities at or above the price at which it was acquired. A loss of investor confidence in the market for the stocks of other companies which investors perceive to be similar to the Company could depress TMTG's stock price regardless of TMTG's business, prospects, financial conditions or results of operations. A decline in the market price of TMTG's securities also could adversely affect TMTG's ability to issue additional securities and TMTG's ability to obtain additional financing in the future.

The trading prices of TMTG's Common Stock and Public Warrants depend on many factors, including those described in this "Risk Factors" section, many of which are beyond TMTG's control and may not be related to TMTG's operating performance. Any of the factors listed below could have a material adverse effect on investment in TMTG's Common Stock and Public Warrants, and TMTG's Common Stock and Public Warrants may trade at prices significantly below the price paid for them. In such circumstances, the trading prices of TMTG's Common Stock and Public Warrants may not recover and may experience a further decline. Factors affecting the trading price of TMTG's Common Stock and Public Warrants may include:

- results of operations that vary from the expectations of securities analysts and investors;
- results of operations that vary from TMTG's competitors;
- changes in expectations as to TMTG's future financial performance, including financial estimates and investment recommendations by securities analysts and investors;
- declines in the market prices of stocks generally;
- downward pressure on the price of Common Stock due to short sales, including those that do not comply with applicable laws and regulations; negative press, including false and misleading stories; concerted attempts to manipulate the stock via social media; strategic actions by TMTG or its competitors;
- announcements by TMTG or its competitors of significant contracts, acquisitions, joint ventures, other strategic relationships or capital commitments;
- announcements of estimates by third parties of actual or anticipated changes in the size of TMTG's user base or the level of user engagement;
- any significant change in TMTG's Management Team;
- changes in general economic or market conditions or trends in TMTG's industry or markets;
- changes in business or regulatory conditions, including new laws or regulations or new interpretations of existing laws or regulations applicable to TMTG's business;
- additional shares of TMTG securities being sold or issued into the market by TMTG or any of the existing stockholders or the anticipation of such sales;
- sales or purchases of TMTG Common Stock by the Trust or the perception that it may sell or purchase TMTG Common Stock;
- investor perceptions of the investment opportunity associated with TMTG common stock relative to other investment alternatives;
- the public's response to press releases or other public announcements by TMTG or third parties, including TMTG's filings with the SEC;
- litigation involving TMTG, TMTG's industry, or both, or investigations by regulators into TMTG's operations or those of TMTG's competitors;
- guidance, if any, that TMTG provides to the public, any changes in this guidance or TMTG's failure to meet this guidance;
- the development and sustainability of an active trading market for TMTG common stock;
- actions by institutional or activist stockholders;

- developments in new legislation and pending lawsuits or regulatory actions, including interim or final rulings by judicial or regulatory bodies;
- changes in accounting standards, policies, guidelines, interpretations or principles; and
- other events or factors, including those resulting from pandemics, natural disasters, war, acts of terrorism or responses to these events.

Many of these factors are beyond TMTG's control and may decrease the market price of the Common Stock, regardless of TMTG's operating performance. In addition, the price volatility may be greater if the public float and trading volume of TMTG Common Stock is low. TMTG cannot make any predictions or projections as to what the prevailing market price for the Common Stock will be at any time, including as to whether the Common Stock will sustain current market prices, or as to what effect that the sale of shares or the availability of the Common Stock for sale at any time will have on the prevailing market price. In addition, the securities markets have from time-to-time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of the Common Stock.

Additionally, if TMTG's securities are not listed on, or become delisted from, Nasdaq for any reason, and are quoted on the OTC Bulletin Board or OTC Pink, an inter-dealer automated quotation system for equity securities that is not a national securities exchange, the liquidity and price of TMTG's securities may be more limited than if they were quoted or listed on Nasdaq or another national securities exchange. Security holders may be unable to sell their securities unless a market can be established or sustained.

In the past, many companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. TMTG may be the target of this type of litigation in the future. Securities litigation against TMTG could result in substantial costs and divert TMTG's management's attention from other business concerns, which could seriously harm TMTG's business.

Because there are no current plans to pay cash dividends on TMTG common stock for the foreseeable future, you may not receive any return on investment unless you sell your TMTG common stock at a price greater than what you paid for it.

TMTG intends to retain future earnings, if any, for future operations, expansion and debt repayment, and there are no current plans to pay any cash dividends for the foreseeable future. The declaration, amount and payment of any future dividends on shares of TMTG's Common Stock will be at the sole discretion of TMTG's Board. The TMTG Board may take into account general and economic conditions, TMTG's financial condition and results of operations, TMTG's available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions, implications of the payment of dividends by TMTG to its stockholders or by its subsidiaries to it and such other factors as TMTG's Board may deem relevant. As a result, you may not receive any return on an investment in TMTG common stock unless you sell your TMTG common stock for a price greater than that which you paid for it.

TMTG stockholders may experience significant dilution in the future.

The Articles authorizes the issuance of 1,000,000,000 shares of capital stock, each with a par value of \$0.0001 per share, consisting of (a) 999,000,000 shares of Common Stock, and (b) 1,000,000 shares of "blank check" preferred stock. There are currently approximately 723,502,069 authorized but unissued shares of TMTG common stock available for issuance, which amount does not take into account shares reserved for issuance upon exercise of outstanding TMTG warrants and TMTG options. There are currently no shares of preferred stock issued and outstanding. TMTG may issue additional shares of common or preferred stock under the Equity Incentive Plan, in connection with the exercise of warrants or as needed for working capital or other purposes. The issuance of additional shares of common or preferred stock:

- may significantly dilute the equity interest of existing investors;
- may subordinate the rights of holders of common stock if preferred stock is issued with rights senior to those afforded TMTG's Common Stock;
- could cause a change in control if a substantial number of shares of common stock are issued, which, among other things, could result in the resignation or removal of TMTG's present Management Team; and
- may adversely affect prevailing market prices for Common Stock and Public Warrants.

Warrants may continue to be exercised for TMTG common stock, which would increase the number of shares eligible for future resale in the public market and result in dilution to TMTG's stockholders.

DWAC issued 14,375,000 Public Warrants as part of its IPO and, on the IPO closing date, DWAC issued 566,742 Placement Warrants to ARC. In addition, DWAC issued 6,549,509 Post-IPO Warrants. The TMTG common stock issuable upon the exercise of TMTG's warrants will result in dilution to the then existing TMTG stockholders and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of TMTG common stock and Public Warrants. Each such Public Warrant is exercisable to purchase one share of TMTG common stock at an exercise price of \$11.50 per share.

As of December 31, 2025, 10,445,682 TMTG warrants had been exercised, resulting in approximately \$119.8 million in proceeds for TMTG; 11,045,545 Public Warrants remained outstanding as of that date. To the extent such outstanding Public Warrants are exercised in the future, additional shares of TMTG common stock will be issued, which will result in dilution to the then existing holders of TMTG common stock and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of TMTG common stock and may result in volatility in the trading price of TMTG's securities.

Future sales, or the perception of future sales, by TMTG or its stockholders in the public market could cause the market price for TMTG's common stock to decline.

TMTG cannot predict the effect, if any, that market sales of shares of TMTG common stock or the availability of shares of TMTG common stock for sale will have on the market price of the TMTG common stock prevailing from time to time. The sale of shares of TMTG common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of shares of TMTG common stock. These sales, or the possibility that these sales may occur, also might make it more difficult for TMTG to sell equity securities in the future at a time and at a price that it deems appropriate.

In addition, the shares of TMTG common stock reserved for future issuance under the 2024 Equity Incentive Plan will become eligible for sale in the public market once those shares are issued, subject to any applicable vesting requirements, lockup agreements and other restrictions imposed by law. A total number of shares representing 7.5% of the fully diluted, and as converted, outstanding shares of TMTG common stock immediately following the closing of the Initial Business Combination have been reserved for future issuance under the Equity Incentive Plan.

Moreover, TMTG has an effective registration statement for the resale of a substantial number of shares of TMTG common stock that significantly exceeds the number of shares of common stock constituting our public float. Accordingly, the filing of additional registration statements or the perception that further registration statements covering new shares or that sales of such shares could occur, could depress the market price of TMTG's common stock.

In the future, TMTG may issue securities if it needs to raise capital in connection with a capital expenditure, working capital requirement or acquisition. For example, TMTG may issue additional share of common stock to Yorkville pursuant to the SEPA. The amount of shares of TMTG common stock issued in connection with an investment or acquisition could constitute a material portion of the then-outstanding shares of TMTG common stock. Any perceived excess in the supply of TMTG's shares in the market could negatively impact the share price. Any issuance of additional securities in connection with investments or acquisitions may result in additional dilution to you and/or increase the volatility of the trading price of TMTG common stock.

TMTG's Warrant Agreement designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by such holders of TMTG Warrants, which could limit the ability of holders to obtain a favorable judicial forum for disputes with TMTG.

TMTG's Warrant Agreement provides that, subject to applicable law, (i) any action, proceeding or claim against TMTG arising out of or relating in any way to the warrant agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York and (ii) that TMTG irrevocably submits to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. TMTG will therefore waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Notwithstanding the foregoing, these provisions of the Warrant Agreement will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of TMTG's Warrants shall be deemed to have notice of and to have consented to the forum provisions in the Warrant Agreement. If any action, the subject matter of which is within the scope the forum provisions of the Warrant Agreement, is filed in a court other than a court of the State of New York or the United States District Court for the Southern District of New York (a "foreign action") in the name of any holder of TMTG's Warrants, such holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an "enforcement action") and (y) having service of process made upon such holder in any such enforcement action by service upon such holder's counsel in the foreign action as agent for such holder.

If a court were to find this provision of the Warrant Agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, TMTG may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect TMTG's business, financial condition and results of operations and result in a diversion of the time and resources of the Management Team.

TMTG may redeem unexpired warrants prior to their exercise at a time that is disadvantageous for TMTG warrant holders.

The Public Warrants expire five years from the closing date of the Initial Business Combination. At any time prior to their expiration, TMTG has the ability to redeem outstanding Public Warrants at a price of \$0.01 per warrant, so long as there is a current registration statement in effect with respect to the shares of TMTG common stock underlying such warrants, and provided that the last reported sales price of TMTG common stock equals or exceeds \$18.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date TMTG sends the notice of redemption to the warrant holders. For reference, as of February 25, 2026, the closing price of TMTG common stock did not exceed \$18.00 per share for each of the prior 20 trading days. Accordingly, TMTG would not have been able to exercise its redemption right as of that date, although it may be able to do so in the future.

Redemption of the outstanding Public Warrants could force a holder thereof to: (i) exercise TMTG's warrants and pay the related exercise price at a time when it may be disadvantageous for it to do so; (ii) sell its warrants at the then-current market price when you might otherwise wish to hold your warrants; or (iii) accept the nominal Redemption price which, at the time the outstanding Public Warrants are called for Redemption, is likely to be substantially less than the market value of its Public Warrants.

The exercise price of the TMTG warrants may in the future be higher than the value of TMTG's common stock and TMTG may not receive further cash proceeds from the exercise of the warrants.

The exercise price of the TMTG warrants may be higher than the prevailing market price of the underlying shares of common stock. The exercise price of the warrants is subject to market conditions and may not be advantageous if the prevailing market price of the underlying shares of common stock is lower than the exercise price. The cash proceeds associated with the exercise of warrants to purchase TMTG common stock are contingent upon TMTG's stock price. The value of TMTG's common stock will fluctuate and may not align with the exercise price of the warrants at any given time. If the warrants are "out of the money," meaning the exercise price is higher than the market price of TMTG's common stock, there is a high likelihood that warrant holders may choose not to exercise their Warrants. As a result, TMTG may not receive further proceeds from the exercise of the warrants.

There can be no assurance that TMTG will continue to be able to comply with the continued listing standards of Nasdaq.

TMTG's continued eligibility to maintain the listing of its securities on Nasdaq depends on a number of factors, including the price and the number of persons that hold TMTG's securities. If Nasdaq delists TMTG's securities from trading on its exchange for failure to meet its listing standards, and TMTG is not able to list such securities on another national securities exchange, then TMTG's securities could be quoted on an over-the-counter market. If this were to occur, TMTG and its securityholders could face significant material adverse consequences, including:

- a limited availability of market quotations for its securities;

- reduced liquidity for its securities;
- a determination that TMTG's Common Stock is a "penny stock" which will require brokers trading in the common stock to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for shares of Common Stock;
- a limited amount of news and analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

TMTG's securities may be subject to market manipulation and unlawful trading activity.

TMTG's common stock has in the past appeared on Nasdaq's Regulation SHO threshold list, which can be indicative of unlawful trading activity, and may appear on the Regulation SHO threshold list in the future. Market manipulation, including naked short selling of shares, may adversely affect the value and liquidity of TMTG's securities.

Risks Related to Our Operations as a New Public Company

TMTG's Management Team may not successfully or efficiently manage its transition to being a public company.

TMTG has been a public company and may from time to time incur new obligations relating to its reporting, procedures and internal controls, including based on its status as a large accelerated filer as of the date of this Annual Report. These new obligations and attendant scrutiny will require investments of significant time and energy from TMTG's executives and could divert their attention away from the day-to-day management of TMTG's business, which in turn could adversely affect TMTG's financial condition or operating results.

The members of TMTG's Management Team have extensive experience leading complex organizations. However, they have limited experience managing a publicly-traded company, interacting with public company investors, and complying with the increasingly complex laws, rules and regulations that specifically govern public companies. As such, TMTG's Management Team may not successfully or effectively transition to managing a public company subject to significant regulatory oversight and reporting obligations under federal securities laws. Their limited experience in dealing with the increasingly complex laws pertaining to public companies could be a disadvantage in that it is likely that an increased amount of their time may be devoted to these activities which will result in less time being devoted to the management and growth of TMTG. Moreover, TMTG may not have adequate personnel with the appropriate level of knowledge, experience and training in the accounting policies, practices or internal controls over financial reporting required of public companies in the United States. All of these factors may impair TMTG's ability to prepare and timely comply with its reporting obligations.

TMTG's costs may grow more quickly than TMTG's revenue, harming TMTG's business and profitability.

TMTG expects its expenses to continue to increase in the future as it broadens its user base, as users increase the number of connections and amount of data they share with us, as TMTG develops and implements new product features that require more computing infrastructure, and as TMTG hires additional employees. TMTG expects to incur increasing costs, in particular for servers, storage, power, and data centers, to support TMTG's anticipated future growth. TMTG expects to continue to invest in TMTG's infrastructure in order to provide TMTG's products rapidly and reliably to all users around the world, including in countries where TMTG does not expect significant short-term monetization. TMTG's expenses may be greater than TMTG anticipates, and TMTG's investments to make TMTG's business and TMTG's technical infrastructure more efficient may not be successful. In addition, TMTG may increase marketing, sales, and other operating expenses in order to grow and expand TMTG's operations and to remain competitive. Increases in TMTG's costs may adversely affect TMTG's business and profitability.

If TMTG fails to maintain an effective system of disclosure controls and internal controls over financial reporting, TMTG's ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

As a public company, TMTG is subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act and the listing standards of Nasdaq. TMTG expects that the requirements of these rules and regulations will continue to increase TMTG's legal, accounting, and financial compliance costs, make some activities more difficult, time consuming and costly, and place significant strain on TMTG's personnel, systems, and resources.

The Sarbanes-Oxley Act requires, among other things, that TMTG maintain effective disclosure controls and procedures and internal control over financial reporting. TMTG intends to develop and refine TMTG's disclosure controls and other procedures that are designed to ensure that information required to be disclosed by TMTG in the reports that TMTG will file with the SEC is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that information required to be disclosed in reports under the Exchange Act is accumulated and communicated to TMTG's principal executive and financial officers. TMTG intends to improve TMTG's internal control over financial reporting. In order to maintain and improve the effectiveness of TMTG's disclosure controls and procedures and internal control over financial reporting, TMTG anticipates that TMTG will continue to expend significant resources, including accounting-related costs and significant management oversight.

TMTG's controls may be inadequate because of changes in conditions in TMTG's business. Further, weaknesses in TMTG's disclosure controls or TMTG's internal control over financial reporting may continue to be discovered in the future. Any failure to remediate, develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm TMTG's operating results or cause TMTG to fail to meet its reporting obligations and may result in a restatement of TMTG's financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting also could adversely affect the results of management evaluations and independent registered public accounting firm audits of TMTG's internal control over financial reporting that TMTG is required to include in TMTG's periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in TMTG, which would likely have a negative effect on the trading price of TMTG common stock.

In addition, TMTG is required to file periodic financial reports with the SEC, and Nasdaq Listing Rule 5250(c)(1) requires listed companies to timely file all such required periodic financial reports. TMTG's predecessor, Digital World, did not timely file various required periodic reports, including Forms 10-Q for the quarters ended March 31, June 30, or September 30, 2023, and as result received non-compliance notices from the Listing Qualifications Department of Nasdaq. There can be no assurance that TMTG will be able to meet its filing obligations in a timely manner and maintain continued compliance with Nasdaq's listing rules. Periodic Exchange Act reports help investors make informed investment decisions about the purchase or sale of a reporting company's securities. TMTG's inability to timely file Exchange Act reports with the SEC could adversely impact its ability to, among other things, (i) raise funds in the public markets, (ii) consummate certain strategic transactions, and (iii) attract and retain key employees. Any of these events could materially and adversely affect its financial condition and results of operations. Additionally, as a newly combined company following its Initial Business Combination, TMTG is not eligible to use Form S-3 for the registration of securities until it has been current in its Exchange Act reporting requirements for at least 12 months. TMTG currently expects to be eligible to use Form S-3 on April 1, 2025. Issuers who have not timely filed their periodic reports either cannot gain or lose their eligibility to offer and sell their securities under a Form S-3 registration statement, making it more difficult to raise funds in a timely and cost-effective manner, or at all. If TMTG is unable to gain future eligibility to use Form S-3 due to its failure to timely meet its Exchange Act reporting obligations, investors may view its inability to use Form S-3 and any delays in becoming eligible as negative indicators of its regulatory compliance or financial health, potentially impacting its stock price and market perception. Each of the foregoing factors could have a material adverse effect on TMTG's reputation, the price of its securities, and its business and results of operations.

TMTG incurs and will continue to incur significant increased expenses and administrative burdens as a public company, which could have an adverse effect on its business, financial condition and results of operations.

TMTG faces increased legal, accounting, administrative and other costs and expenses as a public company that TMTG did not incur as a private company. The Sarbanes-Oxley Act, including the requirements of Section 404, as well as rules and regulations subsequently implemented by the SEC, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the rules and regulations promulgated and to be promulgated thereunder, Public Company Accounting Oversight Board (the "PCAOB") and the securities exchanges, impose additional reporting and other obligations on public companies. Compliance with public company requirements will increase costs and make certain activities more time-consuming. A number of those requirements require TMTG to carry out activities TMTG had not previously done as a private company. For example, TMTG created new board committees and adopted new internal controls and disclosure controls and procedures as a result of the Initial Business Combination. In addition, expenses associated with SEC reporting requirements will be incurred. Furthermore, if any issues in complying with those requirements are identified, TMTG could incur additional costs rectifying those issues, and the existence of those issues could adversely affect TMTG's reputation or investor perceptions of it. It may also be more expensive to obtain director and officer liability insurance. Risks associated with TMTG's status as a public company may make it more difficult to attract and retain qualified persons to serve on the TMTG Board or as executive officers. The additional reporting and other obligations imposed by these rules and regulations will increase legal and financial compliance costs and the costs of related legal, accounting and administrative activities. Additionally, if TMTG's directors and executive officers are not able to develop the necessary expertise, procedures and processes, TMTG may be unable to report its financial information on a timely or accurate basis, which could subject TMTG to regulatory consequences. These increased costs will require TMTG to divert a significant amount of money that could otherwise be used to expand the business and achieve strategic objectives. Advocacy efforts by stockholders and third parties may also prompt additional changes in governance and reporting requirements, which could further increase costs.

Risks Relating to the TAE Merger

The market price of TMTG common stock after the TAE Merger may be affected by factors different from those currently affecting the shares of TMTG common stock.

As a result of the TAE Merger, TAE shareholders will become shareholders of the combined company, which will include the businesses of both TMTG and TAE. TMTG's business differs from that of TAE and certain adjustments may be made to the combined company's business as a result of the merger. Accordingly, the results of operations of the combined company and the market price of TMTG common stock after the completion of the TAE Merger may be affected by factors different from those currently affecting the independent results of operations of each of TMTG and TAE.

TMTG and TAE are expected to incur substantial costs related to the TAE Merger and integration, and these costs may be greater than anticipated due to unexpected events.

TMTG and TAE have incurred and expect to incur a number of significant non-recurring costs associated with the TAE Merger. These costs include legal, financial advisory, accounting, consulting and other advisory fees, severance/employee benefit-related costs, public company filing fees and other regulatory fees, financial printing and other printing costs and other related costs. Some of these costs are shared by or payable by either TMTG or TAE regardless of whether or not the TAE Merger is completed.

In addition, the combined company will incur integration costs following the completion of the TAE Merger as TMTG and TAE integrate their businesses, including facilities and systems consolidation costs and employment-related costs. TMTG and TAE may also incur additional costs to maintain employee morale and to retain key employees. There are a large number of processes, policies, procedures, operations, technologies and systems that may need to be integrated, including purchasing, accounting and finance, payroll, compliance, treasury management, branch operations, vendor management, risk management, lines of business, pricing and benefits. While TMTG and TAE have assumed that a certain level of costs will be incurred, there are many factors beyond their control that could affect the total amount or the timing of the integration costs.

Moreover, many of the costs that will be incurred are, by their nature, difficult to estimate accurately. These integration costs may result in the combined company taking charges against earnings following the completion of the TAE Merger, and the amount and timing of such charges are uncertain at present. There can be no assurances that the expected benefits and efficiencies related to the integration of the businesses will be realized to offset these transaction and integration costs over time.

The TAE Merger may be more difficult, costly, or time-consuming than expected, and we may fail to realize anticipated benefits and synergies. The success of the TAE Merger depends on effective integration of operations, systems, and personnel across finance, compliance, technology, vendor management, and other functions; delays or underperformance could adversely affect revenue growth and margins. Integration efforts may divert management attention, cause loss of key personnel, and disrupt relationships with customers, suppliers, and partners, any of which could harm operating results. Even if we execute our plans, actual cost savings could be lower or realized later than expected, and unforeseen expenses may arise.

Combining TMTG and TAE may be more difficult, costly or time-consuming than expected, and TMTG may fail to realize the anticipated benefits of the TAE Merger.

The success of the TAE Merger will depend, in part, on the ability to realize the anticipated synergies from combining the businesses of TMTG and TAE. To realize the anticipated benefits and synergies from the TAE Merger, TMTG and TAE must successfully integrate and combine their businesses in a manner that permits those synergies to be realized without adversely affecting current revenues and future growth. If TMTG and TAE are not able to successfully achieve these objectives, the anticipated benefits of the TAE Merger may not be realized fully or at all or may take longer to realize than expected. In addition, the actual synergies of the TAE Merger could be less than anticipated, and integration may result in additional and unforeseen expenses.

An inability to realize the full extent of the anticipated benefits of the TAE Merger and the other transactions contemplated by the TAE Merger Agreement, as well as any delays encountered in the integration process, could have an adverse effect upon the revenues, levels of expenses and operating results of the combined company following the completion of the merger, which may adversely affect the value of the common stock of the combined company following the completion of the merger.

TMTG and TAE have operated and, until the effective time, must continue to operate, independently. It is possible that the integration process could result in the loss of key employees, the disruption of each company's ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect the companies' ability to maintain relationships with clients, customers, depositors and employees or to achieve the anticipated benefits and synergies of the merger. Integration efforts between the companies may also divert management attention and resources. These integration matters could have an adverse effect on each of TMTG and TAE during this transition period and for an undetermined period after completion of the TAE Merger on the combined company.

Regulatory approvals may not be received, may take longer than expected or may impose conditions that are not presently anticipated or that could have an adverse effect on the combined company following the TAE Merger.

Before the TAE Merger may be completed, required filings and notifications must be made, and approvals, clearances, and consents, including any consents or approvals from governmental entities, must be obtained as required by the TAE Merger Agreement. The parties are obligated to use reasonable best efforts to make the required filings within the specified time periods and to cooperate with each other to obtain such consents and approvals, but there can be no assurance that all necessary approvals will be obtained, or obtained on the timeline currently expected. Delays can result from regulatory inquiries, requests for additional information, investigations, third-party or governmental challenges, or changes in applicable law or policy.

Any approvals that are granted may impose terms, conditions, limitations, obligations or costs or could require changes to the terms of the transactions contemplated by the TAE Merger Agreement. While the parties must use reasonable best efforts to address regulatory objections, the agreement does not require any party to accept terms or conditions (including divestitures, hold-separate arrangements, operational restrictions or other commitments) that would limit the freedom of action with respect to, or the ability to retain, any of their businesses or assets, including the combined business post-closing. As a result, there can be no assurance that regulators will not impose conditions or restrictions that delay the closing, increase costs or materially limit the revenues or operations of the combined company, or that such conditions will not prompt a delay or abandonment of the TAE Merger.

Completion of the TAE Merger is conditioned on the effectiveness of the registration statement, the absence of any stop order by the SEC, and the approval for listing of the TMTG common stock to be issued as merger consideration on the Nasdaq and the NYSE Texas, in each case subject to official notice of issuance. The TAE Merger also cannot be completed if there is in effect any order, injunction, decree or other legal restraint by a court or governmental entity of competent jurisdiction that prohibits or makes illegal consummation of the merger or the other transactions contemplated by the TAE Merger Agreement. Failure to satisfy any of these conditions, or the imposition of related restrictions, could delay or prevent completion of the merger and adversely affect the combined company if completed.

If the requisite approval of TMTG shareholders or TAE shareholders is not obtained, or other conditions to the closing of the TAE Merger are not met, the TAE Merger Agreement may be terminated in accordance with its terms and the TAE Merger may not be completed.

The TAE Merger Agreement is subject to a number of conditions that must be satisfied or waived before the TAE Merger can be completed.

The completion of the TAE Merger is subject to the satisfaction or waiver of certain closing conditions, including: (a) approval by TMTG's shareholders of the TMTG share issuance proposal and the TMTG article amendment proposal by the requisite vote of the TMTG shareholders and approval of the TAE merger proposal by the requisite vote of the TAE shareholders; (b) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the receipt of any other required consents, clearances or approvals of governmental entities; (c) the effectiveness of the registration statement on Form S-4 (including the proxy statement/prospectus) to be prepared and filed by TMTG with the SEC in connection with the transactions contemplated by the TAE Merger Agreement and the absence of any stop order suspending its effectiveness; (d) the absence of any order, injunction, decree or other legal restraint by a court or governmental entity of competent jurisdiction preventing the completion of the transactions contemplated by the TAE Merger Agreement or any law making the completion thereof illegal; and (e) the approval for listing on the Nasdaq and the NYSE Texas of the shares of TMTG common stock to be issued in the TAE Merger, in each case subject to official notice of issuance, for which TMTG will use its reasonable best efforts as required by the TAE Merger Agreement.

Each party's obligation to complete the TAE Merger is also subject to certain additional conditions, including: (a) the accuracy of the other party's representations and warranties as of the closing (subject to the materiality standards set forth in the TAE Merger Agreement); (b) performance in all material respects by the other party of its covenants and obligations under the TAE Merger Agreement; and (c) receipt by each party of a tax opinion from its counsel (or another nationally recognized law firm) to the effect that the TAE Merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code, if such treatment is intended under the TAE Merger Agreement. If any of the foregoing conditions are not satisfied or waived, the TAE Merger may be delayed or may not be completed, and, in certain circumstances, the TAE Merger Agreement may be terminated in accordance with its terms.

Failure to complete the TAE Merger could negatively impact TMTG.

If the TAE Merger is not completed for any reason, including as a result of TMTG shareholders' failure to approve the TMTG articles amendment proposal or the TMTG share issuance proposal or TAE shareholders' failure to approve the merger proposal by written consent, there may be various adverse consequences and TMTG may experience negative reactions from the financial markets and from their respective customers and employees. For example, TMTG's businesses may be adversely impacted by the failure to pursue other beneficial opportunities due to the focus of management on the TAE Merger, without realizing any of the anticipated benefits of completing the TAE Merger. Additionally, if the TAE Merger Agreement is terminated, the market price of TMTG common stock could decline, including to the extent that current market prices reflect a market presumption that the TAE Merger will be completed. TMTG could also be subject to litigation related to any failure to complete the TAE Merger, including litigation seeking to force TMTG to perform its obligations under the TAE Merger Agreement. If the TAE Merger Agreement is terminated under certain circumstances, including certain circumstances involving alternative acquisition proposals and changes in the recommendation of the TMTG board of directors, TMTG may be required to pay a termination fee of \$90 million to TAE.

Additionally, each of TMTG and TAE has incurred and will incur substantial expenses in connection with the completion of the transactions contemplated by the TAE Merger Agreement, as well as the costs and expenses of preparing, filing, printing and mailing the Form S-4, and all filing and other fees paid in connection with the merger. If the TAE Merger is not completed, TMTG and TAE would have to pay these expenses without realizing the expected benefits of the TAE Merger.

TMTG is subject to certain contractual restrictions pursuant to the TAE Merger Agreement while the TAE Merger is pending.

Uncertainty about the effect of the TAE Merger on employees and customers may have an adverse effect on TMTG. These uncertainties may impair TMTG's ability to attract, retain and motivate key personnel until the TAE Merger is completed, and could cause customers and others that deal with TMTG to seek to change existing business relationships with TMTG. Subject to certain exceptions, TMTG has agreed to operate its business in the ordinary course in all material respects and to refrain from taking certain actions, including actions that may adversely affect its ability to consummate the transactions contemplated by the TAE Merger Agreement on a timely basis, without the consent of TAE. Subject to certain exceptions, TAE has agreed to refrain from taking certain actions, including actions that may adversely affect its ability to consummate the transactions contemplated by the TAE Merger Agreement on a timely basis, without the consent of TMTG. These restrictions may prevent TMTG from pursuing attractive business opportunities that may arise prior to the completion of the TAE Merger.

Each TMTG shareholder will have a substantially reduced ownership and voting interest in the combined company after the consummation of the TAE Merger than the holder's interest in TMTG prior to the consummation of the TAE Merger.

TMTG shareholders currently have the right to vote in the election of the board of directors and on other matters affecting TMTG. When the TAE Merger is completed, each TMTG shareholder will become a shareholder of the combined company, with a percentage ownership of the shares of common stock of the combined company that is substantially smaller than the holder's percentage ownership of TMTG common stock prior to the consummation of the TAE Merger.

Issuance of shares of TMTG common stock in connection with the TAE Merger may adversely affect the market price of TMTG common stock.

TMTG expects to issue approximately 276 million shares of TMTG common stock to TAE shareholders in respect of their TAE common stock. The issuance of these new shares of TMTG common stock may result in fluctuations in the market price of TMTG common stock, including a stock price decrease, including as a result of the dilution caused by such issuance.

Following the TAE Merger, the market price of the combined company's common stock may be volatile due to factors beyond the combined company's operating performance, including changes in analyst recommendations or earnings estimates regarding the combined company or its peers; actual or anticipated fluctuations in operating results; reactions to public announcements; strategic actions by the combined company or its competitors, such as acquisitions, divestitures or restructurings; failure to achieve perceived merger benefits, including anticipated synergies, on the expected timeline; adverse macroeconomic or geopolitical conditions, including war or terrorism and responses to such events; and sales of the combined company's common stock by members of its management team or significant stockholders. Any of these factors could cause the price of the combined company's common stock to decline, potentially significantly.

Additionally, current stockholders of TMTG and TAE may reduce or eliminate their investment in the combined company for various reasons, including to comply with institutional investing guidelines, to increase portfolio diversification, to track rebalancing of stock indices in which the combined company's common stock may be included, to respond to changes in the combined company's risk profile or to realize gains. If existing TMTG shareholders and TAE shareholders sell, or indicate an intention to sell, substantial amounts of the combined company's stock in the public market after the TAE Merger, then the trading price of the combined company's stock could decline.

Shareholder litigation related to the TAE Merger could prevent or delay the completion of the TAE Merger, result in the payment of damages or otherwise negatively impact the business and operations of TMTG.

Shareholders of TMTG and/or TAE may file lawsuits against TMTG, TAE and/or the directors or officers of either company in connection with the TAE Merger and its related transactions. One of the conditions to the closing of the TAE Merger is that no order, injunction or decree issued by any court or governmental entity of competent jurisdiction or other legal restraint preventing the consummation of the TAE Merger or any of the other transactions contemplated by the TAE Merger Agreement be in effect. If any plaintiff were successful in obtaining an injunction prohibiting TMTG or TAE defendants from completing the TAE Merger or any of the other transactions contemplated by the TAE Merger Agreement, then such injunction may delay or prevent the consummation of the TAE Merger and could result in significant costs to TMTG including any cost associated with the indemnification of directors and officers of each company. TMTG may incur costs in connection with the defense or settlement of any shareholder lawsuits filed in connection with the TAE Merger or any other transactions contemplated by the TAE Merger Agreement. Such litigation could have an adverse effect on the financial condition and results of operations of TMTG and could prevent or delay the completion of the TAE Merger.

If TAE defaults under the Convertible Promissory Note issued by TMTG in connection with the TAE Merger Agreement, it could negatively impact TMTG.

In connection with the execution of the TAE Merger Agreement, TMTG issued TAE an unsecured convertible promissory note on December 18, 2025 (the "Convertible Note"), pursuant to which TMTG has agreed to fund TAE \$200 million within five business days of the date of the Convertible Note, and, upon request from TAE, up to an additional \$100 million upon TMTG's initial filing of a registration statement on Form S-4 in connection with the TAE Merger. The Convertible Note has an interest rate of 7% per annum and is due and payable upon the earlier of (i) the second anniversary of the initial funding date thereof, or (ii) the termination of the Convertible Note for any other reason prior to a maturity date.

There can be no assurances that TAE will be able to make timely payments under the Convertible Promissory Note, or at all. Additionally, if the TAE Merger does not close, TAE may suffer substantial costs and damage to its business, which may in turn increase the likelihood of default under the Convertible Note. If TAE defaults under the Convertible Note and TMTG is unable to recover the amounts outstanding thereunder, it could have a material adverse effect on our business, financial condition, results of operation and cash flows, and may expose TMTG to credit risk.

Risk Related to Proposed Spin-Out

We are engaged in discussions regarding a potential spin-out of certain of our businesses, and there can be no assurance that any such transaction will be consummated, on what terms or timing, or that we would realize the anticipated benefits, and any failure to complete or successfully implement a spin-out could adversely affect our business, financial condition and stock price.

We are engaged in discussions regarding a potential spin-out of certain of our businesses into a separate, publicly traded company. No definitive agreement has been entered into, and there can be no assurance that any such transaction will be consummated, on what terms, or within any particular timeframe, or at all. The failure to complete a potential spin-out could adversely affect investor expectations, our stock price, and our strategic plans.

Any potential spin-out would be subject to numerous conditions, including board, regulatory and stockholder approvals, as well as other customary closing conditions, which may not be satisfied. Even if completed, a spin-out could result in significant costs, management distraction, dis-synergies, complexities associated with separating financial statements and related reporting, and operational complexities, and we may be unable to achieve some or all of the anticipated benefits of separating our businesses into distinct public companies.

In addition, a spin-out could have adverse tax consequences to us and our stockholders, could materially change our business, financial condition, and results of operations, and could expose us to additional risks and liabilities. A newly spun-off company may also face challenges as an independent public company, including increased costs of compliance, limited access to capital markets, and difficulty achieving or maintaining a public listing. Any of these factors could have a material adverse effect on us or our stockholders.

Item 1B. Unresolved Staff Comments

Not applicable.

Item 1C. Cybersecurity

We recognize the importance of developing, implementing and maintaining robust cybersecurity measures to safeguard our information systems and protect the confidentiality, integrity, and availability of our data.

Our cybersecurity risk management activities and outcomes are guided by the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) and developed in partnership with third party experts. We follow the NIST CSF as a guide to help us identify, assess, and manage cybersecurity risks relevant to our business. We engage in the following key elements to assess, prioritize and manage risk and compliance:

- Assessments to help identify material cybersecurity risks to our critical systems, information, services and broader enterprise IT environments;
- The use of external cybersecurity service providers, where appropriate, to assess, test or otherwise assist with aspects of our security processes;
- A cybersecurity incident response plan, and incident response policy to respond to cybersecurity incidents; and
- We mandate that all employees, including corporate personnel with access to information systems, undergo annual data protection and cybersecurity training as well as compliance programs.

TMTG has also implemented controls designed to identify and mitigate cybersecurity risk associated with our use of third-party service providers.

Cybersecurity Governance

Our Board considers cybersecurity risk as critical and delegates cybersecurity risk oversight to the Nomination and Governance Committee. Our CTO and Senior leadership thoroughly evaluates our cybersecurity program, risks and corresponding mitigations, and reports to the Nomination & Governance Committee, at least annually.

Management's Role

Our Technology organization, led by our Chief Technology Officer, is accountable for our overall cybersecurity program in partnership with other business leaders. Our Chief Technology Officer has extensive experience leading global technology and IT organizations. Team members and outside experts supporting our program have relevant education and information security experience, including security for large multi-national, publicly traded companies. Our information security team remains abreast of the latest cybersecurity advancements, staying informed about potential threats and emerging risk management strategies. This continuous learning is vital for mitigating cybersecurity risks in our organization. Our information security team is responsible for implementing and supervising processes for ongoing monitoring and developing our information systems, continuing to develop advanced security measures and regular system audits to pinpoint vulnerabilities. In the event of a cybersecurity incident, our information security team employs a well-defined incident response plan, comprising immediate actions to minimize impact and long-term strategies for remediation and prevention of future incidents.

Our information security team consistently updates the General Counsel, CFO and CEO on all cybersecurity risks and incidents to ensure top management stays informed about our cybersecurity posture and potential risks. Additionally, significant cybersecurity matters and strategic risk management decisions are escalated to the Board, granting them comprehensive oversight and the ability to provide guidance on critical cybersecurity issues.

To date, we have not experienced any previous cybersecurity incidents that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition.

Item 2. Properties

Our headquarters, which we lease, are currently located in Sarasota, Florida, consisting of approximately 10,776 square feet of office space. Our leases for this facility expires on March 31, 2029. A number of our employees work remotely across the United States. We provide our steaming services via a network of leased co-location data centers throughout the United States. Our facilities are adequate to meet our current needs though we intend to procure additional space in the future, if and as necessary, as we continue to add employees and expand our business.

Item 3. Legal Proceedings

See "*Business — Litigation*" and NOTE 16 – COMMITMENTS AND CONTINGENCIES.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock and Public Warrants are currently listed on the Nasdaq Global Market and New York Stock Exchange Texas under the symbols "DJT" and "DJTWW," respectively.

Holders

As of February 25, 2026, there were 608 holders of record of our common stock and 86 holders of record of our Public Warrants. A substantially greater number of holders are "street name" or beneficial holders, whose shares of record are held by banks, brokers, and other financial institutions.

Dividends

We have not paid any cash dividends on our common stock to date. It is the present intention of our Board to retain all earnings, if any, for use in our business operations and, accordingly, our Board does not anticipate declaring any dividends in the foreseeable future.

Securities Authorized for Issuance under Equity Compensation Plans

The information required by Item 5 of Form 10-K regarding equity compensation plans is incorporated herein by reference to Item 12 of Part III of this Annual Report on Form 10-K.

Unregistered Sales of Equity Securities

None not previously disclosed in a current report on Form 8-K.

Issuer Purchases of Equity Securities

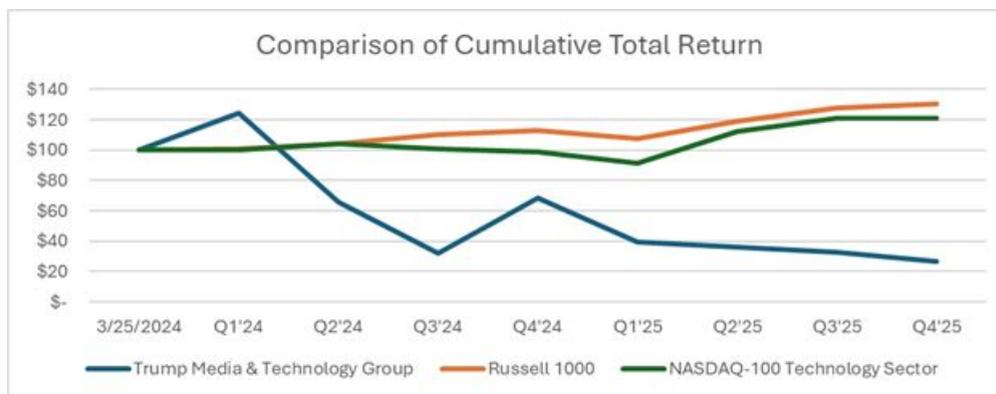
	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of a Publicly Announced Plans or Programs	Maximum Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs⁽¹⁾
October 1 to October 31	-	\$ -	-	\$ 393,599.9
November 1 to November 30	3,500,000	\$ 11.76	3,500,000	\$ 354,655.2
December 1 to December 31	-	\$ -	-	\$ 354,655.2

(1) On June 23, 2025, our Board authorized the repurchase of up to \$400,000.0 of our common stock through the Share Repurchase Program. We may repurchase shares or warrants from time to time on the open market, including in block trades, in accordance with applicable federal securities rules and regulations. The Share Repurchase Program has no time limit, does not obligate us to make any repurchases and may be modified, suspended or terminated by us at any time without prior notice. The amount and timing of repurchases are subject to a variety of factors including liquidity, share price, market conditions, and legal requirements, and will be funded by available cash and cash equivalents. Any shares that are repurchased are held in treasury after purchase.

Performance Graph

The following graph compares the cumulative total stockholder returns of the Company's common stock, compared to the cumulative total returns of the Russell 1000 (RUI), and Nasdaq-100 Technology Sector (NDXT). The graph tracks the performance of a \$100 investment in our common stock and in each index (with the reinvestment of all dividends, as applicable) from March 26, 2024 (the date our common stock commenced trading on the Nasdaq Global Market), through December 31, 2025.

The performance graph and table are based on historical results and are not intended to be indicative of future performance. The performance graph and table shall not be deemed "soliciting material" or to be "filed" with the SEC for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our filings under the Securities Act or the Exchange Act.



Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following "Management's Discussion and Analysis of Financial Condition and Results of Operations" should be read in conjunction with our audited consolidated financial statements as of and for the years ended December 31, 2025, 2024, and 2023, and other information included elsewhere in this Annual Report. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from such forward-looking statements. Factors that could cause or contribute to those differences include, but are not limited to, those identified below and those discussed in the sections titled "Risk Factors" and "Special Note Regarding Forward-Looking Statements" included elsewhere in this report. Additionally, our historical results are not necessarily indicative of the results that may be expected in any future period.

This section generally discusses 2025 and 2024 items and year-to-year comparisons between 2025 and 2024. Discussion of 2023 items and comparisons between 2024 and 2023 that are not included in the Annual Report can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Form 10-K for the year ended December 31, 2024 (the "2024 Annual Report").

Unless the context otherwise requires, references in this "Management's Discussion and Analysis of Financial Condition and Results of Operations" to "TMTG," "we," "us," "our," and the "Company" are intended to refer to (i) following the Initial Business Combination, the business and operations of Trump Media & Technology Group Corp. and its consolidated subsidiaries, and (ii) prior to the Initial Business Combination, Private TMTG (the predecessor entity in existence prior to the consummation of the Initial Business Combination) and its consolidated subsidiaries.

In this "Management's Discussion and Analysis of Financial Condition and Results of Operations", all dollars are presented in thousands, except per share amounts.

Overview

TMTG ended 2025 with approximately \$2,473.2 million of cash, cash equivalents, restricted cash, short-term investments, equity securities, convertible note receivable, interest receivable, digital assets, and digital assets pledged as well as approximately \$947.1 million of debt (excluding lease liabilities). Our \$31,330.5 of restricted cash serves as collateral to our debt, which may be used to purchase bitcoin and bitcoin related securities, and our unexpired cash-covered put options.

Truth Social

TMTG started from scratch intending to open up the Internet and give the American people their voices back. At the time, with no accountability, unknown censors were squelching social media posts that contradicted the consensus of the corporate media—which, as always, was dutifully acting as a robotic mouthpiece for leftwing disinformation. This had already been going on, through shadow bans and other less overt forms of on-line policing, for some time. But Big Tech eventually lost all restraint, ruthlessly banning dissidents' accounts for expressing any thought that fell within a rapidly expanding set of unauthorized and unutterable viewpoints. The victims, of course, included the then-sitting President of the United States, Donald Trump.

TMTG thus developed and launched the Truth Social platform, restoring free speech to millions of Americans who had been suffocated by Big Tech. Anchored by Donald Trump's restored social media account, Truth Social was stood up as we'd envisioned it—a free-speech haven where everyone, regardless of their political viewpoint, could speak their mind without some faceless tech bureaucrat judging the acceptability of their speech.

Truth Social was generally made available in the first quarter of 2022. TMTG prides itself on operating its platform, to the best of its ability, without relying on Big Tech companies. Partnering with mission-aligned technology firms, we fully launched Truth Social for iOS in April 2022. We debuted the Truth Social web application in May 2022, and the Truth Social Android App became available in the Samsung Galaxy and Google Play stores in October 2022. In July 2025, TMTG announced the launch of a Truth Social app for iPads.

We introduced direct messaging to all versions of Truth Social in 2022, released a "Groups" feature for users in May 2023, and announced the general availability of Truth Social internationally in June 2023. In March 2025, TMTG announced updates and enhancements to the "Groups" feature. TMTG has also connected the Truth Social platform to its Truth+ streaming service, and added additional features including "for you" feed, a "discover" tab to find trending content, and a carousel to recommend other accounts.

To foster a flourishing digital public forum, TMTG seeks to prevent illegal and other prohibited content from contaminating its platform. In accordance with Truth Social's terms of service, illegal and prohibited content includes, but is not limited to a) sexual content or language; b) content that includes sexual activity, sexual intercourse or any type of sexual act; c) any content that portrays or suggest explicit sexual acts or sexually suggestive positions or poses; d) sexually suggestive (explicit or vague) statements, texts or phrases; or e) content in which sexual acts are requested or offered, including pomography, prostitution, sugar babies, sex trafficking or sexual fetishes. Using human moderators and an artificial intelligence vendor known as HIVE, Truth Social has developed what TMTG believes is a robust, fair, and viewpoint-neutral moderation system and that our moderation practices are consistent with, and indeed help facilitate, TMTG's objective of maintaining "a public, real-time platform where any user can create content, follow other users, and engage in an open and honest global conversation without fear of being censored or cancelled due to their political viewpoints."

Truth+

Social media users were not the only casualties of the woke crackdown on free speech—dissident TV programming and news broadcasts were being suppressed by entertainment conglomerates and cable providers. Thus, after reopening the Internet to free speech, TMTG decided to create a TV streaming service to give Americans an alternative to woke Hollywood entertainment and biased news broadcasts, and to provide a safe home for content and newscasters that had been cancelled, were at risk of cancellation, or were being kept off the air for having the wrong perspectives.

On April 16, 2024, TMTG announced that, after nine months of testing on its Web and iOS platforms, the Company had completed the research and development phase of a new live TV streaming platform and expects to begin scaling up its own content delivery network ("CDN") branded as Truth+.

We announced plans to roll out its streaming content in three phases:

Phase 1: Introduce Truth Social's CDN for streaming live TV to the Truth Social app for Android, iOS, and Web. On August 7, 2024, TMTG announced that TV streaming via Truth Social had become available via all three modalities.

Phase 2: Release stand-alone Truth Social over-the-top streaming apps for phones, tablets, and other devices. As of October 21, 2024, TMTG had announced that Truth+ streaming had been released as a standalone product on Android, iOS, and Web.

Phase 3: Release Truth Social streaming apps for connected TVs. As of October 23, 2024, Truth+ streaming was available on Apple TV, Android TV, and Amazon Fire TV. On March 19, 2025 and May 22, 2025, respectively, TMTG announced the release of Truth+ streaming and on-demand content via Roku.

On April 9, 2025, TMTG announced that the Truth+ mobile and streaming TV applications had been made available in Canada and Mexico, as well as the United States. On July 7, 2025, TMTG announced the successful launch of global streaming.

Since the initial launch of Truth+, TMTG has steadily added both on-demand content and live 24-hour news streams. TMTG is actively developing various means of monetizing the Truth+ platform, including through advertising. On July 9, 2025, TMTG announced the public beta testing of a subscription plan with premium content, the Patriot Package—and that, in the future, Patriot Package subscribers will accumulate Truth gems, which will eventually be tied to a utility token on both Truth Social and Truth+. On August 7, 2025, TMTG announced that Truth+ launched a slate of on-demand content from the Great American Media broadcaster—home to a wide array of programming and brands, spanning faith, comedies, dramas, classic series, lifestyle content, and more, and on August 7, 2025, TMTG announced that Truth+ has added British news broadcaster GB News to the Truth+ platform.

Truth.Fi

On January 29, 2025, TMTG announced a financial technology strategy, Truth.Fi. In addition to traditional investment vehicles, these funds may be allocated to customized separately managed accounts ("SMAs"); customized exchange-traded funds and/or exchange-traded products (collectively, "ETFs"); and bitcoin and similar cryptocurrencies or crypto-related securities. On April 15, 2025, TMTG and its partners announced the launch of SMAs. On April 22, 2025, TMTG and its partners announced an agreement to launch a series of ETFs, which are expected to comprise securities as well as digital assets. On December 30, 2025, TMTG announced the launch of five ETFs on the New York Stock Exchange: Truth Social American Security & Defense ETF (TSSD), Truth Social American Next Frontiers ETF (TSFN), Truth Social American Icons ETF (TSIC), Truth Social American Energy Security ETF (TSES), and the Truth Social American Red State REITs ETF (TSRS).

By expanding into this realm, we aim to serve millions of investors in America and around the world who believe in the greatness of the American economy and want to invest in superior companies while avoiding the giant, woke investment funds and politically motivated debanking problems.

Bitcoin and Digital Asset Strategy

TMTG has implemented a bitcoin and digital asset treasury strategy to help ensure the Company's financial freedom and protect against discrimination by financial institutions, and may also consider the acquisition of other, similar cryptocurrencies.

TMTG's bitcoin strategy generally involves, from time to time and subject to market conditions, (i) issuing debt or equity securities or engaging in other capital raising transactions and (ii) using the proceeds of such capital raises to acquire bitcoin. TMTG's bitcoin strategy may also include purchasing bitcoin-related securities or, given certain market conditions, selling bitcoin and investing such proceeds in assets including cash, cash equivalents, or other interest bearing investments.

On May 30, 2025, TMTG announced that it had closed a private placement offering with approximately 50 investors, previously announced on May 27, 2025, consisting of (i) the sale of the Company's common stock, for gross proceeds of approximately \$1.44 billion and (ii) 0.00% convertible senior secured notes due 2028 in the principal amount of \$1.00 billion, for an aggregate purchase price of approximately \$2.44 billion. On June 13, 2025, TMTG announced the effectiveness of a registrations statement in connection with such offering.

On August 25, 2025, TMTG entered into a privately negotiated purchase agreement (the "Purchase Agreement") with Foris Holdings US, Inc. ("Foris"). Pursuant to the Purchase Agreement, TMTG transferred to Foris 2,797,985 shares of our common stock and \$50,000.0 of cash, in exchange for 684,427,004 Cronos, which is the native cryptocurrency of the Cronos blockchain.

TMTG will acquire (or, as applicable derecognize) its bitcoin and bitcoin-related holdings in the amounts and on the timeline it deems optimal. TMTG will continue to monitor market conditions in implementing its strategy and determining whether to engage in future financings to purchase additional bitcoin.

Truth Predict

On October 28, 2025, we announced TMTG's newest brand, Truth Predict, which aims to make prediction markets available via Truth Social through an exclusive arrangement with Crypto.com Derivatives North America (CDNA), a CFTC-registered exchange and clearinghouse. Details of Truth Predict product offerings—and associated technology—remain in development.

Trump Media Group CRO Strategy

On August 26, 2025, TMTG announced that it entered into a definitive agreement (as amended by Amendment No. 1 to the Business Combination Agreement, dated October 31, 2025, the "Business Combination Agreement") for a business combination (the "Business Combination") to establish Trump Media Group CRO Strategy, Inc., a digital asset treasury company focused on acquisition of the native cryptocurrency token of the Cronos ecosystem with Yorkville Acquisition Corp., a special purpose acquisition company (the "SPAC") sponsored by Yorkville Acquisition Sponsor LLC ("Yorkville").

Expected funding for the digital asset treasury will consist of \$1 billion in Cronos (6,313,000,212 Cronos, representing approximately 19% of the total Cronos market cap as of announcement) from Crypto.com, \$200 million in cash and \$220 million cash-in mandatory exercise warrants, with an additional \$5 billion equity line of credit from an affiliate of Yorkville, YA II PN, Ltd. ("YA"), which would make it the first and largest publicly traded Cronos treasury company, as well as what we believe to be the largest digital asset treasury company in history relative to the market cap of the underlying digital asset.

Following the completion of the Business Combination, Trump Media Group CRO Strategy will implement a forward-looking digital asset treasury strategy centered on the accumulation and active management of Cronos. This approach is designed to capture long-term value by allocating substantially all of the Company's cash reserves to acquiring Cronos. By focusing on yield-generating, ecosystem-aligned assets rather than traditional non-productive holdings, Trump Media Group CRO Strategy aims to enhance capital efficiency, establish itself as a disciplined, long-term participant in the evolving digital asset landscape and benefit from early-stage market positioning in a growing asset. The strategy includes the establishment and operation of a validator node by the Company and the delegation of Cronos under management to the validator. The operation of the validator will enable direct participation in the network's security and governance, while generating native staking rewards that are reinvested to compound Cronos holdings over time and help offset operational expenses. The validator will be established and maintained by a crypto-native team with a deep understanding of the Cronos ecosystem, aiming to maximize staking rewards and attracting additional delegation of Cronos from third-party Cronos holders.

Pursuant to and concurrently with the execution and delivery of the Business Combination Agreement, TMTG entered into an asset contribution agreement with Yorkville Acquisition Corp. (the "TMTG Contribution Agreement" and, together with the Crypto.com Contribution Agreements (as defined in the Business Combination Agreement) and the TMTG License Agreement (defined below), the "Contribution Agreements") pursuant to which, at the closing of the Business Combination (the "Closing" and such date, the "Closing Date"), TMTG will contribute 100% of the issued and outstanding membership interests of Trump Media Group, LLC, a Florida limited liability company, to Yorkville Acquisition Corp. in consideration of 10,000,000 shares of Yorkville Acquisition Corp.'s Class A common stock, par value \$0.0001, of the SPAC (the "SPAC Class A Common Stock"), three tranches of Earnout Warrants exercisable for a total of up to 21% of the SPAC's outstanding capital stock at the time of the Closing, and a Forced Exercise Warrant, exercisable for 10,000,000 shares of Yorkville Acquisition Corp.'s Class A Common Stock. Pursuant to and concurrently with the execution and delivery of the Business Combination Agreement, TMTG entered into a trademark license agreement (the "TMTG License Agreement"), with Trump Media Group, LLC, a Florida limited liability company, ("Asset Company") pursuant to which, immediately prior to, but contingent upon, the Closing, TMTG will license the rights to use the "Trump Media Group" brand name and certain other Intellectual Property rights to the Asset Company.

In connection with the Business Combination Agreement, TMTG will enter into a lock-up agreement with the other parties (the "Lock-Up Agreement"). Pursuant to the terms of the Lock-Up Agreement, TMTG will be restricted on their ability to dispose of their ownership in Trump Media Group CRO Strategy, Inc. during the 36-month period beginning on the date of closing the Business Combination.

Company Growth Strategy

While continuing to develop, refine, and expand its existing products and services, TMTG has consistently been looking to further diversify into new sectors. A key part of its strategy has been to form partnerships with great companies that align with TMTG's mission, and to expand into new realms through mergers and acquisitions. We have strongly focused on assessing potential merger-and-acquisition opportunities with top-quality companies and identifying "crown jewel" assets.

On December 18, 2025, TMTG and TAE Technologies, Inc., a Delaware corporation ("TAE"), issued a joint press release announcing the execution of an Agreement and Plan of Merger, dated December 18, 2025, by and among TMTG, TAE and T Media Sub, Inc., a Florida corporation and wholly owned subsidiary of TMTG, pursuant to which, upon the terms and subject to the conditions set forth therein, T Media Sub, Inc. will merge with and into TAE (the "TAE Merger"), with TAE surviving the TAE Merger as a wholly owned subsidiary of TMTG.

Key Factors Affecting Results of Operations

Restricted Stock Units

TMTG granted 3,023,481 restricted stock units (RSUs) to employees and directors of the Company for the year-ended December 31, 2025. The Company recognized \$59,191.1 of compensation expense from the vesting of these RSUs based upon the fair value of the awards on their date of grant. As of December 31, 2025, unrecognized compensation expense related to non-vested equity grants was \$68,676.1.

Inflation and the Global Supply Chain

Currently the U.S. economy is experiencing a bout of increased inflation, resulting in rising prices. The U.S. Federal Reserve, as well as its counterparts in other countries, have engaged in a series of interest rate hikes in an effort to combat rising inflation. Although inflation did not have a significant impact on our results of operations for the years ended December 31, 2025, 2024, and 2023, we anticipate that inflation will have an impact on our business going forward, including through a material increase in our cost of revenue and operating expenses in the coming years, if not permanently. Continued or permanent rises in core costs could impact our growth negatively.

Current Economic Conditions

We are subject to risks and uncertainties caused by events with significant macroeconomic impacts, including, but not limited to, health outbreaks such as the COVID-19 pandemic, geo-political risks such as the Russian invasion of Ukraine, and actions taken to counter inflation. Supply chain constraints, labor shortages, inflation, and rising interest rates and reduced consumer confidence have caused advertisers in a variety of industries to be cautious in their spending and to either pause or slow their campaigns.

In order to manage our cost structure in light of the current macroeconomic environment and pending TMTG's access to additional capital via the Initial Business Combination, we sought opportunities to reduce our expense growth. Following the elimination of several positions in March 2023, we paused hiring in the second quarter of 2023. We were subsequently more selective about the roles that we filled, resulting in some attrition. We also reduced non-labor spend in areas such as travel, rent, consulting fees, and professional services.

The extent of the ongoing impact of these macroeconomic events on our business and on global economic activity is uncertain and may continue to adversely affect our business, operations and financial results. Our past results may not be indicative of our future performance, and historical trends in revenue, income (loss) from operations, net income (loss), and net income (loss) per share may differ materially.

President Donald J. Trump

TMTG's success depends in part on the popularity of our brand and the reputation and popularity of President Donald J. Trump. The value of TMTG's brand may diminish if the popularity of President Donald J. Trump were to suffer. Adverse reactions to publicity relating to President Donald J. Trump, or the loss of his services, could adversely affect TMTG's revenues, results of operations and its ability to maintain or generate a consumer base. President Donald J. Trump is involved in numerous lawsuits and other matters that could damage his reputation. Additionally, TMTG's business plan relies on President Donald J. Trump bringing his former social media followers to TMTG's platform. In the event any of these, or other events, cause his followers to lose interest in his messages, the number of users of our platform could decline or not grow as we have assumed. To the extent users prefer a platform that is not associated with President Donald J. Trump, TMTG's ability to attract users may decrease.

Growth in User Base

We currently rely on the sale of advertising services for a majority of our revenue. If we experience a decline in the number of users or a decline in user engagement, including as a result of the loss of high-profile individuals and entities who generate content on Truth Social, advertisers may not view Truth Social as attractive for their marketing expenditures, and may reduce their spending with us, which would harm our business and operating results.

Truth Social is being developed as a global platform for public self-expression and conversation in real time and our business depends on continued and unimpeded access to Truth Social on the internet by our users and advertisers. We face strong competition to attract and engage users, including other social media platforms that focus on the same audience that Truth Social focuses on, competitors that develop products, features, or services that are similar to ours or that achieve greater market acceptance, companies which have greater financial resources and substantially larger user bases, which offer a variety of internet and mobile device-based products, services and content.

The growth of our user base depends upon many factors both within and beyond our control, including the popularity, usefulness, ease of use, performance and reliability of our products and services compared to those of our competitors; the amount, quality and timeliness of content generated by our users; the frequency and relative prominence of the ads displayed by us or our competitors; the safety and security of Truth Social; and whether there is improper access to or disclosure of our users' information, which could harm our reputation.

Prior to the Closing, Private TMTG relied primarily on bridge financing, in the form of convertible promissory notes, to build the Truth Social platform. TMTG intends to use the funds available as a result of the Initial Business Combination to catalyze growth, including through strategic investments in marketing, advertising sales, and new technologies as described above, while continuing to prioritize feature development and user experience. Private TMTG has historically incurred operating losses and negative cash flows from operating activities. For the reasons described below, TMTG may continue to incur operating losses and negative cash flows from operating activities for the foreseeable future, as it works to expand its user base, attracting more platform partners and advertisers.

Attract, Retain and Motivate Talented Employees

Our results of operations rely on the leadership and experience of our relatively small number of key executive management personnel, and the loss of key personnel or the inability of replacements to quickly and successfully perform in their new roles could adversely affect our business. We have experienced management departures and may continue to experience management departures. Any significant diversion of management attention away from ongoing business concerns and any difficulties encountered in the transition and integration process could have a material adverse effect on our business, financial condition and results of operations. The loss of the services of these key employees or our executive management members could have a material adverse effect on our business and prospects, as we may not be able to find suitable individuals to replace such personnel on a timely basis or without incurring increased costs.

Furthermore, although the risk is somewhat mitigated by the non-competition agreements signed by certain key employees in connection with the closing of the Initial Business Combination, if we lose or terminate the services of one or more of our key employees or if one or more of our current or former executives or key employees joins a competitor or otherwise competes with us, it could impair our business and our ability to successfully implement our business plan. Additionally, if we are unable to hire qualified replacements for our executive and other key positions in a timely fashion, our ability to execute our business plan would be harmed. Even if we can quickly hire qualified replacements, we could experience operational disruptions and inefficiencies during any such transition. We believe that our future success will depend on our continued ability to attract and retain highly skilled and qualified personnel. In addition, many of our key technologies and systems will be custom-made for our business by our personnel. The loss of key engineering, product development, marketing and sales personnel could disrupt our operations and have an adverse effect on our business.

Expansion into New Geographic Markets

We plan to continue expanding our business operations by offering our products around the globe, and Truth Social is generally available internationally. As a result, we have entered new international markets where we have limited or no experience in marketing, selling, and deploying our products and may be subject to increased business and economic risks. We may not be able to monetize our products and services internationally as a result of competition, advertiser demand, differences in the digital advertising market and digital advertising conventions, as well as differences in the way that users in different countries access or utilize our products and services. Differences in the competitive landscape in international markets may impact our ability to monetize our products and services. It is possible that governments of one or more countries may seek to censor content available on Truth Social in their country or impose other restrictions that may affect the accessibility of Truth Social in their country for an extended period of time or indefinitely.

In addition, governments in other countries may seek to restrict access to Truth Social from their country entirely if they consider us to be in violation of their laws. In the event that access to Truth Social is restricted, in whole or in part, in one or more countries or our competitors are able to successfully penetrate geographic markets that we cannot access, our ability to retain or increase our user base and user engagement may be adversely affected, we may not be able to maintain or grow our revenue as anticipated, and our financial results could be adversely affected. We may be subject to greater risks than typical social media platforms because of the focus of our offerings and the involvement of President Donald J. Trump. If we fail to deploy or manage our operations in international markets successfully, our business may suffer.

Key Operating Metrics

From its inception through the Closing, Private TMTG focused on developing Truth Social by enhancing features and user interface rather than relying on traditional performance metrics like average revenue per user, ad impressions and pricing, or active user accounts, including monthly and daily active users. While many industry peers may gather and report on these or similar metrics, given the early development stage of the Truth Social platform, TMTG's management team has not relied on any particular key performance metric to make business or operating decisions. TMTG believes that this evaluation is critical and in line with its commitment to implement a robust business plan that may involve introducing innovative features and potentially incorporating new technologies. At this juncture in its development, TMTG believes that adhering to traditional key performance indicators, such as signups, average revenue per user, ad impressions and pricing, or active user accounts including monthly and daily active users, could potentially divert its focus from strategic evaluation with respect to the progress and growth of its business. TMTG believes that focusing on these key performance indicators might not align with the best interests of TMTG or its stockholders, as it could lead to short-term decision-making at the expense of long-term innovation and value creation. Therefore, TMTG believes that this strategic evaluation is critical and aligns with its commitment to a robust business plan that includes introducing innovative features and new technologies.

In connection with such an evaluation, and consistent with SEC guidance, TMTG will consider the relevant key performance indicators for its then-current business operations and determine whether it has effective controls and procedures in place to process information related to the disclosure of key performance indicators and metrics. Should this be the case, TMTG may decide to collect and report such metrics if they are deemed to significantly enhance investors' understanding of TMTG's financial condition, cash flows, and other aspects of its financial performance. However, TMTG may find it challenging or cost-prohibitive to implement such effective controls and procedures and may never collect, monitor, or report any or certain key operating metrics. As the platform evolves and new technologies and features are added, TMTG's management team expects to reevaluate whether TMTG will gather and monitor one or more metrics and rely on such information in making management decisions. If TMTG determines to do so, TMTG expects to present such material key operating metrics appropriately in its periodic reports to enhance investors' understanding of its financial condition, cash flows, and any other changes in financial condition and results of operations.

Components of Results of Operations

Revenue

As of the period ended December 31, 2025, all revenue has been derived from the advertising of products and services on the Truth Social platform and subscriptions to Truth+, our Media segment. Advertising revenue is generated by displaying advertisements as posts (attributable to "Truth Ads") in users' Truth Social feeds. Subscription revenue is generated from subscription to the Patriot Package on Truth+.

On August 19, 2022, TMTG entered into an Advertising Publisher Agreement ("Rumble Agreement") with Rumble USA, Inc. ("Rumble"), pursuant to which Rumble was engaged to sell advertising space for the placement of advertisements on Truth Social by making Truth Social Ad units ("Ad Unit" or "Ad Units") available for advertisers on an advertising manager service maintained by Rumble. TMTG and Rumble executed a minimum guarantee advertising publisher agreement on October 30, 2023 (the "Minimum Guarantee Rumble Agreement"), which replaced the Rumble Agreement. While TMTG determines the number of Ad Units available on our Truth Social platform, the prices for the Ad Units are set by an auction operated and managed by Rumble. Under the current agreement, 70% of the total aggregate gross revenues from the sale of Ad Units are allocated to TMTG, and the Ad Units will comprise at least 85% of the aggregate number of paid advertisements directly into Truth Social feeds by TMTG each month. We recognize advertising revenue during the period in which we satisfy our performance obligation by displaying advertisements in users' Truth Social feeds. We reimburse Rumble for the direct out-of-pocket costs incurred by Rumble in the performance of the service covered by the Rumble Agreement, including processing fees and chargebacks/refunds paid to advertisers in relation to an Ad Unit.

The Rumble Agreement grants to Rumble a worldwide, non-exclusive, royalty-free license to use any and all trademarks, service marks, trade names, symbols, logos and other branding identifiers of TMTG and Truth Social solely for purposes of performing the services covered by the Rumble Agreement, provided, however, that such license does not include permission to alter, modify, edit, denigrate, or distort Donald J. Trump's name, photograph, likeness (including caricature), voice, and biographical information, or any reproduction or simulation thereof.

For a description of TMTG's revenue recognition policies, see Note 2, Significant Accounting Policies and Practices, in TMTG's consolidated financial statements as of and for the years ended December 31, 2025, 2024, and 2023 included in this Annual Report.

Cost of Revenue

Cost of revenue primarily encompasses expenses associated with generating advertising revenue, direct costs associated with the acquisition and licensing of content, and streaming delivery costs of our CDN, excluding depreciation and amortization expense.

TMTG expects cost of revenue to increase significantly in the foreseeable future as it expands its Truth Social and Truth+ platforms. Such increases will likely include investment in infrastructure and other direct costs such as revenue share expenses, allocated facility costs, traffic acquisition costs ("TAC") and content.

Infrastructure costs allocated may include data center costs related to TMTG's co-located facilities, lease and hosting costs, related support and maintenance costs and energy and bandwidth costs, public cloud hosting costs; and personnel-related costs, including salaries, benefits and stock-based compensation, for our operations teams.

TAC costs may include costs TMTG incurs with third parties in connection with the sale to advertisers of its advertising products that it places on third-party publishers' websites and applications or other offerings collectively resulting from acquisitions.

Content costs may include licensing costs from third-parties in connection with subscriptions to the Patriot Package, which is in the form of a fixed or per subscriber fee.

General and Administration Expenses

General and administration expenses consist primarily of personnel-related costs, including salaries, benefits and stock-based compensation for TMTG's executive, finance, legal, information technology, human resources and other administration employees. In addition, general and administration expenses include fees and costs for professional services, including consulting, third-party legal and accounting services and facilities costs and other supporting overhead costs that are not allocated to other departments.

We also expect to incur additional expenses as a result of operating as a public company, including expenses necessary to comply with rules and regulations applicable to companies listed on a national securities exchange and related to compliance and reporting obligations pursuant to the rules and regulations of the SEC.

Sales and Marketing Expenses

Sales and marketing expenses consist of personnel-related costs, including salaries, commissions, benefits and stock-based compensation, for our employees engaged in sales, sales support, business development and media, marketing, corporate communications and customer service functions. In addition, marketing and sales-related expenses also include advertising costs, market research, trade shows, branding, marketing, public relations costs, allocated facilities costs, and other supporting overhead costs.

Research and Development Expenses

Research and development expenses consist primarily of personnel-related costs, including salaries, benefits and stock-based compensation, for TMTG's Chief Technology Officer, engineers and other employees engaged in the research and development of its products and services. In addition, research and development expenses include allocated facilities costs and other supporting overhead costs.

Depreciation and Amortization Expense

Depreciation expense consists primarily of depreciation of computer software and computer equipment. Amortization expense consists of amortization of intangible assets.

Realized and Unrealized Loss, Net, on Digital Assets and Digital Assets Pledged

Realized and unrealized loss, net, on digital assets and digital assets pledged consists of the increase or decrease in the fair value of our bitcoin and Cronos holdings and bitcoin pledged as collateral pursuant to hedges each reporting period.

Non-Operating Income and Other Items

Change in Fair Value of Derivative Liabilities

TMTG determined the automatic discounted share-settlement feature of its convertible promissory notes was an embedded derivative requiring bifurcation accounting as (1) the feature was not clearly and closely related to the debt host and (2) the feature met the definition of a derivative under ASC 815 (Derivatives and Hedging).

The bifurcated embedded features of the Private TMTG Convertible Notes were initially recorded on the balance sheet at their fair value on the date of issuance. After the initial recognition, the fair value of the embedded derivative feature changed over time due to changes in market conditions. The change in fair market value has been included in the statement of operations through the date the debt was converted.

Interest Expense

Interest expense consists of accreted interest expense on TMTG's outstanding convertible note obligations and assumed debt from the WCT acquisition, amortization of deferred financing costs, other related financing expenses and the post-merger interest expense related to DWAC's Note Purchase Agreements. The convertible promissory notes (net of any related debt issuance costs) accreted interest using the respective effective interest rate method until the debt was extinguished.

Interest Income

Interest income consists of interest earned from banking institutions, through repurchase agreements, and a convertible note receivable.

Investment Income/(Loss)

Investment income/(loss) consists of realized and unrealized gains and losses from our equity securities, premiums earned from writing covered put and call options on digital asset related securities, realized gains or losses from purchased options, the change in fair value of unexpired option contracts, and other non-operating components of income and expense.

Income Tax Expense

TMTG is subject to income taxes in the United States. The Company maintains a net operating loss ("NOL") position but has not recognized a benefit in future years. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. A valuation allowance is provided when it is more likely than not that the deferred tax assets will not be realized. TMTG has established a full valuation allowance to offset its U.S. net deferred tax assets due to the uncertainty of realizing future tax benefits from our NOL carryforwards and other deferred tax assets. The utilization of the net operating losses prior to the Merger may be limited as per IRC Section 382.

Results of Operations

The results of operations presented below should be reviewed in conjunction with TMTG's consolidated financial statements as of and for the years ended December 31, 2025 and 2024, together with the related notes thereto, included elsewhere in this Annual Report.

This section includes a comparison of certain 2025 financial results to the same information for 2024. Discussion of 2024 results compared to 2023 results to the extent not included in this report can be found in Item 7 of our 2024 Annual Report.

Comparison of the years ended December 31, 2025 and 2024.

The following table sets forth our consolidated statements of operations for the years ended December 31, 2025 and 2024, and the dollar and percentage change between the two periods:

(in thousands)	For the year-ended December 31, 2025	For the year-ended December 31, 2024	Variance, \$	Variance, %
Revenue	\$ 3,682.6	\$ 3,618.8	\$ 63.8	2%
Operating costs and expenses:				
Cost of revenue	1,675.2	619.0	1,056.2	171%
Research and development	42,773.8	49,104.3	(6,330.5)	(13%)
Sales and marketing	2,500.0	6,383.7	(3,883.7)	(61%)
General and administration	119,133.4	130,616.8	(11,483.4)	(9%)
Realized and unrealized loss, net, digital assets and digital assets pledged	403,222.6	-	403,222.6	100%
Depreciation and amortization	7,421.3	2,933.9	4,487.4	153%
Total operating costs and expenses	<u>576,726.3</u>	<u>189,657.7</u>	387,068.6	204%
Loss from operations	(573,043.7)	(186,038.9)	(387,004.8)	208%
Other income/(expense):				
Interest income	46,561.3	14,722.2	31,839.1	216%
Interest expense	(27,348.4)	(3,089.8)	(24,258.6)	785%
Investment loss	(182,956.0)	-	(182,956.0)	(100%)
Litigation settlement	25,006.7	-	25,006.7	100%
Change in fair value of derivative liabilities	-	(225,916.0)	225,916.0	100%
Loss on the conversion of convertible debt	-	(542.3)	542.3	100%
Loss from operations before income taxes	<u>\$ (711,780.1)</u>	<u>\$ (400,864.8)</u>	(310,915.3)	78%

Revenues

Revenues increased \$63.8 to \$3,682.6 for the year ended December 31, 2025 compared to revenue of \$3,618.8 for the year ended December 31, 2024. The increase was attributable to subscriptions to the Patriot Package offered as part of our beta launch of Truth+, partially offset by a slight decrease in advertising revenue on our Truth Social platform.

Cost of revenue

Cost of revenue increased \$1,056.2 to \$1,675.2 for the year ended December 31, 2025 compared to \$619.0 for the year ended December 31, 2024. The increase was primarily due to content licenses and data center lease costs that support our burgeoning Truth+ platform.

Research and development expense

Research and development expense decreased \$6,330.5 to \$42,773.8 for the year ended December 31, 2025 compared to \$49,104.3 for the year ended December 31, 2024. The decrease was primarily driven by lower stock-based compensation expense of \$21,957.0 for the year-ended December 31, 2025 compared to \$30,142.5 for the prior-year ended. The 2024 charge related to the issuance of convertible notes to certain vendors engaged in the development of our live TV streaming platform, Truth+. The decrease in stock-based compensation was partially offset by higher year-over-year consulting and server costs related to the launch of Truth+.

Sales and marketing expense

Sales and marketing expense decreased by \$3,883.7 to \$2,500.0 for the year ended December 31, 2025 compared to \$6,383.7 for the year ended December 31, 2024. The decrease was primarily driven by a \$3,268.2 reduction in marketing related expenses and a one-time \$600.0 bonus paid during 2024 to an entity owned by a former director of and consultant to Private TMTG.

General and administration expense

General and administration expense decreased by \$11,483.4 to \$119,133.4 for the year ended December 31, 2025 compared to \$130,616.8 for the year ended December 31, 2024. The decrease was primarily due to lower stock-based compensation expense of \$37,234.1 for the year-ended December 31, 2025, down \$40,010.5 from \$77,244.6 for the year-ended December 31, 2024. The 2024 period included, stock-based compensation issued to employees and vendors in connection with the Initial Business Combination with DWAC completed in 2024. These savings were partially offset by higher legal fees, which increased \$33,670.8 to \$66,808.1 for the year-ended December 31, 2025 versus \$33,137.3 in the year-ended December 31, 2024, due to legacy litigation expense incurred throughout 2025 related to our Initial Business Combination with DWAC completed in 2024.

Realized and unrealized loss, net, on digital assets and digital assets pledged

The net loss related to realized and unrealized loss, net, on digital assets and digital assets pledged increased \$403,222.6, to \$403,222.6 for the year ended December 31, 2025 compared to \$0.0 for the year ended December 31, 2024. The increase is due to our purchase of bitcoin and Cronos in the third quarter of 2025 and the ending spot price of bitcoin and Cronos on their principal market as of the close of market on December 31, 2025.

Depreciation and amortization

Depreciation and amortization expense increased \$4,487.4 to \$7,421.3 for the year ended December 31, 2025 compared to \$2,933.9 for the year ended December 31, 2024. The increase in depreciation and amortization expense was due to the acquisition of software and hardware utilized to place our CDN into service as part of our launch of streaming video through Truth+.

Interest income

Interest income increased by \$31,839.1 to \$46,561.3 for the year ended December 31, 2025 compared to \$14,722.2 for the year ended December 31, 2024. The increase was driven by higher cash, cash equivalents, restricted cash, and short-term investment balances in interest bearing accounts due to our capital raises in 2024 and 2025.

Interest expense

Interest expense increased by \$24,258.6 to \$27,348.4 for the year ended December 31, 2025 compared to \$3,089.8 for the year ended December 31, 2024. The increase in interest expense is attributable to the accreted interest on the loan assumed as a result of the WCT acquisition and our \$1,000,000.0 convertible notes facility issued in May 2025.

Investment loss

Investment loss was \$182,956.0 for the year ended December 31, 2025, compared to \$0.0 for the year ended December 31, 2024. The increase was primarily due to \$174,138.8 of unrealized losses on our equity securities, \$4,158.6 of realized losses from derivative instruments on our bitcoin related securities, and \$4,661.6 of unrealized losses from net premiums received through the sale of written and purchased option contracts.

Litigation settlements

Litigation settlements totaled \$25,006.7 for the year ended December 31, 2025, compared to \$0.0 for the year ended December 31, 2024. The increase was due to our conclusion of certain legal matters related to our merger with DWAC in 2024.

Loss on the extinguishment of debt

The loss from the extinguishment of debt of certain Private TMTG Convertible Notes decreased to \$0.0 for the year ended December 31, 2025, compared to \$542.3 for the year ended December 31, 2024. Upon extinguishment of certain Private TMTG Convertible Notes in March 2024, we recorded a loss equal to the difference between the net carrying value of the applicable Private TMTG Convertible Notes and the fair value of our assets.

Change in the fair value of derivative liabilities

The loss from the change in the fair value of the derivative liabilities of the Private TMTG Convertible Notes decreased by \$225,916.0 to \$0 for the year ended December 31, 2025. All Private TMTG Convertible Notes were automatically converted into shares of our common stock immediately prior to Closing of the Merger, and pursuant to ASC 815, the derivative liabilities were revalued immediately prior to the conversion of the Private TMTG Convertible Notes on March 25, 2024, when our closing share price was \$49.95 per share. The substantial increase in the value of our common stock when combined with the certainty of our execution of the Merger were primarily responsible for the increase in the change in fair value of the derivative liabilities. The increase in the fair value of the derivative liabilities is a non-cash expense and the issuance of Private TMTG common stock upon conversion of the Private TMTG Convertible Notes extinguished the derivative liabilities immediately prior to the Closing. Therefore, there was no derivative liability or change in fair value recorded subsequent to the conversion date.

Liquidity and Capital Resources

Overview

Historically, as a private company, we financed operations primarily through cash proceeds from the issuance of Private TMTG Convertible Notes. During 2024, our capitalization was significantly enhanced through receipt of proceeds from the Initial Business Combination, the conversion of warrants, and the issuance of common stock and debt described in detail in the section below titled, "Standby Equity Purchase Agreement" And "PIPE & Convertible Notes." As a result, we ended December 31, 2025 with \$2,473,180.1 of cash, cash equivalents, restricted cash, short-term investments, equity and derivative securities, convertible note receivable, digital assets, and digital assets pledged, and \$947,117.0 of debt (excluding lease liabilities). Cash and cash equivalents consist of non-interest bearing deposits and money market funds held at financial institutions. Cash deposits are held at major financial institutions and are subject to credit risk to the extent those balances exceed applicable Federal Deposit Insurance Corporation (FDIC) limitations. Short-term investments consist of repurchase agreements in which we loan our cash over 1 to 3 days to a seller in exchange for interest earned on debt securities collateralizing the loan. The seller retains a beneficial interest in the securities serving as collateral. Our restricted cash balance consists of \$30,378.9 of cash that serves as collateral to our convertible notes, although the collateral may be used to purchase bitcoin and bitcoin related securities. The collateral will be released to us upon payment in full of the principal, together with accrued and unpaid interest, on the Notes (defined below), or following the times upon our request that the outstanding principal balance of the Notes is \$500,000.0 or less and \$250,000.0 or less. Restricted cash also includes \$951.6 that served as collateral on our written put options that were unexpired as of December 31, 2025, and has been or will be released upon expiration of the options.

Our primary short-term requirements for liquidity and capital are to fund general working capital and to invest in our strategic growth initiatives. We currently seek to (1) grow our initial product, Truth Social; (2) increase additional product offerings and services, including through further development of our streaming technology platform, Truth+; and (3) pursue strategic acquisitions and/or partnerships. We intend to fund these activities through a combination of deploying cash on hand, generating advertising, subscription, and fee-based revenues, issuing equity, issuing debt, and/or selling stock pursuant to that certain Standby Equity Purchase Agreement dated July 3, 2024.

We anticipate that the current cash and cash equivalents on hand will be sufficient to fund current operations for the at least the next 12 months; however, we cannot guarantee that we will not be required to obtain additional financing, or that additional financing, if needed, will be available on terms acceptable to us, or at all. In addition, although there are no other present binding understandings, commitments, or agreements with respect to any acquisition of other businesses, products, or technologies, we will, from time to time, evaluate acquisitions of other businesses, products, and technologies. If we are unable to raise additional equity or debt financing, as and when needed, we could be forced to forego such acquisitions or significantly curtail our operations.

Standby Equity Purchase Agreement

On July 3, 2024, we entered into the Standby Equity Purchase Agreement (the "SEPA"), pursuant to which we shall have the right, but not the obligation to sell up to \$2,500,000.0 of our common stock, subject to certain limitations and conditions set forth in the SEPA, from time to time during the term of the SEPA.

The per share subscription price is 97.25% of the Market Price during a one or three-day pricing period elected by us. The "Market Price" is defined in the SEPA as the lowest daily volume weighted average price ("VWAP") during the one trading day, in the case of a one-day pricing period or of the three consecutive trading days, in the case of a three-day pricing period. There is no upper limit on the subscription price per share that could be paid for the shares.

No shares of common stock were sold pursuant to the terms of the SEPA during the year ended December 31, 2025. As of December 31, 2025, we have sold a cumulative total of 20,330,365 shares of our common stock for prices between \$14.31 and \$36.98 per share, pursuant to the terms of the SEPA. Proceeds of these equity sales under the terms of the SEPA were \$449,874.6 (net of \$513.5 of deferred offering costs).

PIPE & Convertible Notes

On May 29, 2025, we entered into an Indenture, providing \$1,000,000.0 in 0.00% convertible senior secured notes due on May 29, 2028 (the "Convertible Notes"), unless earlier repurchased or converted. The Convertible Notes carried a 4.00% original issuance discount. Concurrently with the issuance of the Convertible Notes, we executed subscription agreements (the "Equity PIPE Subscription Agreements") with accredited investors (the "Equity PIPE Subscribers") pursuant to which we sold an aggregate of 55,857,181 shares of our common stock, par value \$0.0001 per share, for gross proceeds of \$1,395,318.3 in a private placement (the "PIPE Financing"). The PIPE Financing was issued in a private placement in reliance upon an exemption from registration provided by Section 4(a)(2) of the Securities Act. The proceeds from the Notes and PIPE Financing are intended to be used to purchase bitcoin, bitcoin related securities, and for the PIPE proceeds, working capital and general corporate purposes.

We were required to have a Loan-to-Collateral Ratio of less than or equal to 1.0 to 1.0, with the Loan-to-Collateral Ratio calculated as the aggregate outstanding principal balance of all Notes divided by the sum of (i) the aggregate market value of bitcoin collateral multiplied by 0.5263157895, plus (ii) the aggregate value of all of cash and cash equivalents collateral. We delivered to the Collateral Agent the \$1,000,000.0 collateral of restricted cash. Portions of the collateral will be released when the outstanding aggregate principal balance of all Notes is at \$500,000.0 or less, and an additional portion will be released when the outstanding aggregate principal of all Notes is \$250,000.0 or less. Collateral will be automatically released upon payment in full of the principal, together with accrued and unpaid interest, on the Notes, or following the times upon our request that the outstanding principal balance of the Notes is \$500,000.0 or less and \$250,000.0 or less, so long as, immediately after such release the Loan-to-Collateral Ratio as of the date of release is 1.0 to 1.0 or less.

Each Note holder has the right at its option, to require us to repurchase its Convertible Notes for cash on November 30, 2026, at a repurchase price equal to 100% of the principal amount of the Convertible Notes to be repurchased, plus accrued and unpaid interest, subject to the terms and conditions in the Indenture. Holders of the Convertible Notes may at their option convert such holder's Convertible Notes into shares of our common stock at a conversion rate of 28.8 shares per \$1,000 of Convertible Notes. We retain the right to force conversion if, at any time after November 29, 2025, the last reported sale price of our common stock exceeds 130% of the conversion rate for any 20 consecutive trading days during a 30-day trading period.

We may, at any time and from time to time, seek to retire or purchase our outstanding Convertible Notes through cash purchases and/or exchanges for equity or debt, in open-market purchases, privately-negotiated transactions, or otherwise. Such repurchases or exchanges, if any, will be upon such terms and at such prices as we determine, and will depend on factors including liquidity, price, market conditions, and legal requirements. For the year-ended December 31, 2025, we repurchased \$16,495.5 notional amount of our outstanding Notes for \$15,234.2.

Share Repurchase Program

On June 23, 2025, our Board authorized the repurchase of up to \$400,000.0 of our common stock (the "Share Repurchase Program"). We may repurchase shares or warrants from time to time on the open market, including in block trades, in accordance with applicable federal securities rules and regulations. The Share Repurchase Program has no time limit, does not obligate us to make any repurchases and may be modified, suspended or terminated by us at any time without prior notice. The amount and timing of repurchases are subject to a variety of factors including liquidity, share price, market conditions, and legal requirements, and will be funded by available cash and cash equivalents. As of December 31, 2025, we had repurchased 3,855,208 shares at an average price of \$11.76 per share and total cost of \$45,344.8, in accordance with the program.

Leases

The majority of our operating leases relate to our data centers. We also lease a corporate facility. As of December 31, 2025, we had aggregate lease obligations of \$2,559.7, with \$836.2 payable within 12 months. See Note 8 to our consolidated financial statements for additional information regarding our operating leases.

Debt

Our debt consists of the Convertible Notes and a term loan assumed in our acquisition of WCT. In May 2025, we entered into the Convertible Notes to provide \$1,000,000.0 for our digital asset treasury strategy, maturing in May 2028. Each holder of the Convertible Notes has the right at its option, to require us to repurchase its Notes for cash on November 30, 2026, at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest, subject to the terms and conditions in the Indenture. See Note 11 to our financial statements for additional information regarding our debt.

Cash Flows

The following table shows our cash flows for the stated periods:

(in thousands)	For the year ended December 31, 2025	For year ended December 31, 2024	Variance
Net cash provided by/(used in) operating activities	\$ 14,758.1	\$ (60,982.7)	\$ 75,740.8
Net cash used in investing activities	(2,267,283.0)	(618,581.1)	(1,648,701.9)
Net cash provided by financing activities	\$ 2,248,176.9	\$ 847,227.2	\$ 1,400,949.7

Net Cash Provided by/(Used in) Operating Activities

Net cash provided by operating activities for the year ended December 31, 2025 was \$14,758.1 compared to \$60,982.7 used in operating activities during the year ended December 31, 2024. The increase in cash provided by operating activities was primarily driven by \$43,982.3 of premiums received from written option contracts and \$31,839.1 of higher interest income earned on cash, restricted cash, and short-term investments, partially offset by an increase in legal fees related to legacy litigation from our DWAC merger in 2024.

Net Cash Used in Investing Activities

Net cash used in investing activities for the year ended December 31, 2025 was \$2,267,283.0 compared to \$618,581.1 used in investing activities during the year ended December 31, 2024. The increase was primarily due to outflows for the purchase of \$1,436,000.0 of digital assets and \$932,295.8 of equity securities, as we began our digital asset treasury strategy, compared to \$606,547.3 of short-term investment purchases for the year ended December 31, 2024.

Net Cash Provided by Financing Activities

Net cash provided by financing activities for the year ended December 31, 2025 was \$2,248,176.9 compared to \$847,227.2 provided by financing activities for the year ended December 31, 2024. Cash provided during the year ended December 31, 2025 is mainly comprised of \$960,000.0 of proceeds from the issuance of the Convertible Notes and \$1,395,318.3 from common stock sold through a PIPE financing, partially offset by \$34,399.2 of debt and equity offering costs, \$53,607.6 of common stock repurchases, and \$15,234.2 of Convertible Note repurchases. During the year ended December 31, 2024, cash provided by financing activities comprised of cash proceeds of \$233,017.5 from the Initial Business Combination with DWAC, \$47,455.0 from the issuance of convertible notes, \$119,788.8 from the exercise of warrants, and \$446,965.9 from the issuance of common stock (net of repurchases of \$2,908.7).

Off-Balance Sheet Arrangements

As of December 31, 2025 and 2024, we had no off-balance sheet arrangements that had, or are reasonably likely to have, a current or future effect on our financial statements.

Critical Management Estimates

We prepare our financial statements in accordance with GAAP. The preparation of financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, as well as the related disclosure of contingent assets and liabilities. We base our estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances. Actual results could differ significantly from the estimates made by our management team. To the extent that there are differences between our estimates and actual results, its future financial statement presentation, balance sheet, results of operations and cash flows will be affected. We believe that the accounting policies discussed below are critical to understanding its historical and future performance, as these policies relate to the more significant areas involving our judgments and estimates. Critical accounting policies and estimates are those that we consider the most important to the portrayal of its balance sheet and results of operations because they require its most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain.

Of our significant accounting policies, which are described in Note 2 to our financial statements, the following accounting policies and specific estimates involve a greater degree of judgement and complexity. Accordingly, these are the policies we believe are the most critical to aid in fully understanding and evaluating our consolidated financial condition and operating results.

Acquisitions. We determine whether substantially all of the fair value of assets acquired is concentrated in a single identifiable asset or a group of similar identifiable assets. If this threshold is met, the single asset or group of assets, as applicable, is accounted for as an asset acquisition. If the threshold is not met, further assessment is undertaken to ascertain whether the acquisition meets the definition of a business.

We include the results of operations of acquired businesses in our financial statements as of the respective dates of acquisition. Accounting for business acquisitions requires us to make significant estimates and assumptions, especially at the acquisition date, with respect to tangible and intangible assets acquired, liabilities assumed and pre-acquisition contingencies. The purchase price, including estimates of the fair value of contingent consideration when applicable, is allocated to the tangible and intangible assets acquired and the liabilities assumed based on their estimated fair values on the respective acquisition dates, with the excess recorded as goodwill. Critical estimates used in valuing certain acquired intangible assets include, but are not limited to, future expected cash flows and discount rates.

We use our best estimates and assumptions to determine acquisition-date fair values. These estimates are inherently uncertain and subject to refinement. We continue to collect information and reevaluate our preliminary estimates and assumptions and record any qualifying measurement period adjustments to goodwill.

See Note 2 to our financial statements for additional information regarding business acquisitions.

Variable Interest Entity. GAAP requires the assessment of whether an entity is a VIE and, if so, if we are the primary beneficiary at the inception of the entity or at a reconsideration event. Additionally, GAAP requires the consolidation of VIEs in which a company has a controlling financial interest. A controlling financial interest will have both of the following characteristics: (a) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE.

On April 2, 2025, we provided initial operational funding to Yorkville America, LLC, ("Yorkville America"), through a services agreement and licensing agreement. Yorkville America, through its subsidiaries serves as the Registered Investment Advisor for investment vehicles and financial products which focus on investments in American growth, manufacturing, energy companies, and digital assets, as well as investments that strengthen the patriot economy. Pursuant to the terms of the services agreement, we will provide a majority of the operational funding for Yorkville America, in exchange for a majority of their net profit. Additionally, through a licensing agreement, Yorkville America may utilize Truth.Fi intellectual property to market their investment vehicles and financial products. Substantially all of the business activity of Yorkville America is conducted on behalf of TMTG. We determined this represented a variable interest in Yorkville America. We do not maintain any equity ownership in Yorkville America.

We determined that TMTG has the power to direct the activities that most significantly impact Yorkville America's economic performance through our disproportionate economic rights and obligations, and that substantially all of Yorkville America's activities are conducted on behalf of TMTG. Through meeting the criterion of a controlling financial interest, we determined that TMTG is the primary beneficiary of Yorkville America. As the primary beneficiary of Yorkville America, we consolidate in our financial statements the balance sheets, results of operations, and cash flows of Yorkville America, and all intercompany balances and transactions between us and Yorkville America are eliminated in the consolidated financial statements. Yorkville America did not have any assets or liabilities upon initial consolidation. We report a non-controlling interest representing the economic interest held by other parties in Yorkville America.

As of December 31, 2025, we held a variable interest in three VIEs for which we are not the primary beneficiary. Yorkville America sponsors certain investment products, including exchange-traded funds, for which it earns a Sponsor Fee in exchange for providing management and advisory services. The Sponsor Fees represent the primary economic interest in the VIEs. TMTG nor any of our consolidated entities hold equity investments or other financial interest in the VIEs as of December 31, 2025. As a result, Yorkville America controls the power to direct the activities most significant to these VIEs performance, although the obligation to absorb losses and the right to receive benefits from the VIE is held by the shareholders of the sponsored investment products. The Sponsor Fees do not represent a variable interest that could potentially be significant to the economic performance of the VIEs.

Indefinite-Lived Intangible Assets. We make estimates, assumptions, and judgments when valuing indefinite-lived intangible assets in connection with the initial purchase price allocations of business acquisitions, as well as when evaluating the recoverability of our indefinite-lived intangible assets on an ongoing basis. We assess our indefinite-lived intangible assets for impairment at least annually during the fourth quarter. We will also perform an assessment at other times if and when events or changes in circumstances indicate the carrying value of these assets may not be recoverable.

We perform our impairment assessment on a quantitative basis. We estimate fair value of our reporting unit based on our market capitalization, less the fair value of corporate and other activities, which incorporates management's assumptions about future cash flow projections, operating expenses, discount rates, and our investments in digital assets, digital assets pledged, and digital asset related securities. This methodology requires significant judgment and the use of estimates related to future business performance and market conditions.

In our most recent annual test, the estimated fair value of the reporting unit exceeded its carrying value by a significant margin, resulting in meaningful headroom, and no goodwill impairment was recorded. We performed a sensitivity analysis over key assumptions and concluded that reasonably possible changes in key inputs, including a hypothetical change of 10% in discount rate, would not cause the fair value of the reporting unit to fall below its carrying value. As of December 31, 2025, we believe such assets are recoverable, however, there can be no assurance these assets will not be impaired in future periods. Any future impairment charges could adversely impact our results of operations.

See Notes 2 and 6 to our financial statements for additional information regarding goodwill and indefinite-lived intangible assets.

Change in fair value of derivative liabilities. The automatic discounted share-settlement feature of the Private TMTG Convertible Notes was an embedded derivative requiring bifurcation accounting as (1) the feature was not clearly and closely related to the debt host and (2) the feature met the definition of a derivative under ASC 815 (Derivatives and Hedging).

The bifurcated embedded features of the Private TMTG Convertible Notes were initially recorded on the balance sheet at their fair value on the date of issuance. After the initial recognition, the fair value of the embedded derivative feature changed over time due to changes in market conditions. The change in fair market value has been included in the statement of operations through the date the debt was converted.

Recent Accounting Pronouncements

See Note 2 to TMTG's consolidated financial statements for the years ended December 31, 2025, 2024, and 2023.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily interest rates, access to credit and funds to run day-to-day operations, and the result of fluctuations in foreign currency exchange rates if we expand internationally. Failure to mitigate these risks could have a negative impact on revenue growth, gross margin, and profitability.

Interest Rate Risk

Our cash and cash equivalents are comprised of demand deposits in bank accounts held at financial institutions. Our investments through a repurchase agreement, which is collateralized by fixed income securities of the borrower, are subject to interest rate risks, although due to the 1 to 3 day duration of each repurchase agreement, a change in the interest rate would primarily impact interest earned on future repurchases. If the change in interest rate resulted in a material increase to the value of the collateralized security, at the seller's discretion, we may be obligated to pay the seller for such an increase upon their repurchase of the security.

We do not enter into investments for speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure.

Credit Risk

As of December 31, 2025 and 2024, effectively all of our cash and cash equivalents were maintained with large financial institutions. We have reviewed the financial statements of our banking institutions and believe it currently has sufficient assets and liquidity to conduct its operations in the ordinary course of business with little or no credit risk to us.

Financial Market Risk

The primary objective of any investment activities is to preserve principal, while at the same time maximizing income we receive from investments without significantly increased risk. Some of the securities we may invest in may be subject to market risk. This means that a change in prevailing interest rates may cause the principal amount of the investment to fluctuate. For example, if we hold a security that was issued with a fixed interest rate at the then-prevailing rate and the prevailing interest rate later rises, the value of its investment will decline. To minimize this risk in the future, we may maintain our portfolio of cash equivalents and investments in a variety of securities, including (but not limited to): commercial paper, money market funds, government and non-government debt securities and certificates of deposit.

Item 8. Financial Statements and Supplementary Data

Reference is made to pages F-1 through F-37 comprising a portion of this Annual Report, which are incorporated by reference under this Item.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are controls and other procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is accumulated and communicated to management, TMTG's Chief Executive Officer, and Chief Financial Officer (the "Certifying Officers"), to allow timely decisions regarding required disclosure.

Under the supervision and with the participation of TMTG's management, including its Certifying Officers, TMTG carried out an evaluation of the effectiveness of the design and operation of its disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of the end of the period covered by this Annual Report on Form 10-K. Based on this evaluation as of December 31, 2025, the Certifying Officers concluded that our disclosure controls and procedures were effective.

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs. The design of any disclosure controls and procedures is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Changes in Internal Control Over Financial Reporting

Except for the remediation efforts described below, there were no changes in our internal control over financial reporting during the quarter ended December 31, 2025 that materially affected, or which are reasonably likely to materially affect, our internal control over financial reporting.

During the year ended December 31, 2025, we completed our internal control procedures to address the previously identified material weakness as described in more detail under "Remediation Efforts" below.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act). Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2025, using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control—Integrated Framework (2013 framework). Based on our assessment under this framework, our management concluded that our internal control over financial reporting was effective as of December 31, 2025.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The effectiveness of our internal control over financial reporting as of December 31, 2025 has been audited by Semple, Marchal & Cooper LLP (PCAOB ID: 178), an independent registered public accounting firm, as stated in their report included herein.

Previously Identified Material Weakness in Internal Control Over Financial Reporting

We previously identified and disclosed in our Annual Report on Form 10-K for the period ended December 31, 2024, as well as in our Quarterly Reports on Form 10-Q for each interim period in fiscal 2025, a material weakness in our internal control over financial reporting relating to our failure to design and maintain formal accounting policies, processes, and controls to analyze, and account for complex transactions as well as a need for additional accounting personnel who have the requisite experience in U.S. GAAP and SEC reporting requirements. Our management concluded that this deficiency constituted a material weakness in our internal control over financial reporting based on the criteria in Internal Control-Integrated Framework (2013) issued by the COSO. This material weakness did not result in any material misstatements to our consolidated financial statements or any changes to previously filed financial statements.

Remediation Efforts of Previously Disclosed Material Weakness

Throughout 2025, our management, under the oversight of the Audit Committee of the Board, conducted a comprehensive reassessment of the Company's risks and controls. This involved performing thorough mapping relevant processes, design and maintenance of formal accounting policies, identifying risks within critical processes and related controls, and testing procedures. Additionally, we hired financial reporting personnel with requisite experience in U.S. GAAP and SEC reporting requirements, and enhanced the professional knowledge and skills of existing staff. Furthermore, organizational structural adjustments were made, and additional finance personnel were recruited to better support our financial reporting obligations. Moreover, the company expanded its utilization of external advisors to strengthen financial expertise and understanding of complex accounting matters.

These remediation actions have been in place for a sufficient period of time, and management has performed adequate testing to conclude that the material weakness has been remediated as of December 31, 2025.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Trump Media & Technology Group Corp.
Sarasota, Florida

Opinion on Internal Control over Financial Reporting

We have audited Trump Media & Technology Group Corp.'s (the "Company's") internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the "COSO criteria"). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of operations, stockholders' equity(deficit), and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as "the financial statements") and our report dated February 27, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Item 9A, Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit of internal control over financial reporting in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Semple, Marchal & Cooper, LLP

Certified Public Accountants

Phoenix, Arizona

February 27, 2026

Item 9B. Other Information

(a) None.

(b) During the quarter ended December 31, 2025, none of our directors or officers adopted or terminated a "Rule 10b5-1 trading agreement" or a "non-Rule 10b5-1 trading agreement" (in each case defined in Item 408 of Regulation S-K).

Item 9C. Disclosure Regarding Foreign Jurisdiction that Prevents Inspections

Not applicable.

PART III - OTHER INFORMATION

Item 10. Directors, Executive Officers and Corporate Governance

Information Regarding Directors and Executive Officers.

The information required by this Item 10 relating to officers and directors and nominees for election to the Board is incorporated by reference to the Proxy Statement.

Compliance with Section 16(a) of the Exchange Act.

If applicable, the information required by this Item 10 with respect to compliance with Section 16(a) of the Exchange Act contained under the caption "Delinquent Section 16(a) Reports" in the Proxy Statement is incorporated by reference to the Proxy Statement.

Code of Business Conduct and Ethics.

In accordance with the information required by this Item 10 relating to the code of ethics required by Item 406 of Regulation S-K, the Company has a Code of Ethics and Business Conduct (the "Code"), which applies to its directors, officers (including the Chief Executive Officer and the Chief Financial Officer), and all other employees (collectively, the "Covered Persons" and each a "Covered Person"). The full text of the Code is available on the Investor Relations section of the Company's website. The Company will provide a copy of the Code to any person without charge, upon request. Such requests should be made in writing to the following address: 401 N. Cattlemen Rd., Ste. 200, Sarasota, Florida 34232. The Company intends to satisfy the SEC's requirements regarding amendments to, or waivers from, the Code by posting such information on its website at <https://tmtgcorp.com>.

Procedures for Shareholders to Recommend Director Nominees.

There have been no material changes to the procedures by which security holders may recommend nominees to our Board.

Audit Committee Information.

The information required by this Item 10 relating to the Company's audit committee financial experts and identification of the Company's audit committee is incorporated by reference to the Proxy Statement.

Insider Trading Policy

The Company has an Insider Trading Policy which prohibits Covered Persons from buying or selling the Company's securities while the Covered Person is aware of material nonpublic information about the Company. The Company believes that its Insider Trading Policy is reasonably designed to promote compliance with insider trading laws, rules and regulations, and any applicable listing standards. A copy of the Insider Trading Policy is filed as Exhibit 19.1 to this Annual Report.

Item 11. Executive Compensation

Information regarding executive compensation, compensation committee interlocks and insider participation is incorporated herein by reference to the Proxy Statement under the caption "Executive Compensation."

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Securities Authorized for Issuance under Equity Compensation Plans

Information required by this item is incorporated herein by reference to the section captioned "Voting Securities and Principal Holders" in the Proxy Statement.

Security Ownership of Certain Beneficial Owners and Management

Information required by this item is incorporated herein by reference to the section captioned "Voting Securities and Principal Holders" in the Proxy Statement.

Changes in Control

On December 17, 2024, President Donald J. Trump transferred 114,750,000 shares of TMTG common stock to the Trust, of which he is the sole beneficiary. Donald J. Trump Jr. is the sole trustee of the Trust and has sole voting and investment power over all securities owned by the Trust. Management of the Company knows of no other arrangements, including any pledge by any person or securities of the Company, the operation of which may at a subsequent date result in a change in control of the registrant.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information relating to certain relationships and related transactions and director independence is incorporated herein by reference to the Proxy Statement under the captions "Certain Relationships and Related Party Transactions", "Proposal I - Election of Directors" and "Meetings and Board Committees."

Item 14. Principal Accountant Fees and Services

The information relating to the principal accounting fees and expenses is incorporated herein by reference to the Proxy Statement under the caption "Proposal II - Ratification of Appointment of Independent Registered Public Accounting Firm."

PART IV

Item 15. Exhibit and Financial Statement Schedules

- (a) Documents filed as part of this report
- (1) All financial statements

(2) Financial Statement Schedules

All financial statement schedules are omitted because they are either inapplicable or not required, or because the required information is included in the Consolidated Financial Statements or notes thereto contained in this Annual Report on Form 10-K.

(3) Exhibits required by Item 601 of Regulation S-K

Exhibit No.	Description of Exhibits
2.1+	Business Combination Agreement, dated as of August 25, 2025, by and among Yorkville Acquisition Corp., YA S3 Inc., Foris Holdings KY Limited, Crypto.com Strategy Holdings, Trump Media & Technology Group Corp. and Yorkville Acquisition Sponsor, LLC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on August 26, 2025)
2.2	Amendment No. 1 to Business Combination Agreement, dated as of October 31, 2025, by and among Yorkville Acquisition Corp., Crypto.com Strategy Holdings, Trump Media & Technology Group Corp. and Yorkville Acquisition Sponsor, LLC
2.3	Agreement and Plan of Merger, dated as of December 18, 2025, by and among Trump Media & Technology Group Corp., T Media Sub, Inc. and TAE Technologies, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on December 18, 2025).
3.1	Articles of Incorporation of Incorporation of Trump Media & Technology Group Corp. (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 30, 2025)
3.2	Bylaws of Trump Media & Technology Group Corp. (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 30, 2025)
4.1	Warrant Agreement, dated September 2, 2021, by and between Digital World Acquisition Corp. and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K, filed by Digital World Acquisition Corp. on September 9, 2021).
4.2	Amendment to the Warrant Agreement, dated March 15, 2024, by and among Digital World Acquisition Corp., Continental Stock Transfer & Trust Company and Odyssey Transfer & Trust Company (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by Digital World Acquisition Corp. on March 18, 2024).
4.3	Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-1/A2, filed by Digital World Acquisition Corp. on July 26, 2021).
4.4	Specimen Warrant Certificate (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-1/A2, filed by Digital World Acquisition Corp. on July 26, 2021).
4.5#	Indenture, dated as of May 29, 2025, by and among Trump Media & Technology Group Corp., the Guarantors therein, and U.S. Bank Trust Company, National Association, as Trustee and Collateral Agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on May 30, 2025)
4.6	Form of 0.00% Convertible Senior Secured Note due 2028 (included within Exhibit 4.5)
4.7	Form of Earmout Warrant between Yorkville Acquisition Corp. and Trump Media & Technology Group Corp. (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on August 26, 2025)
4.8	Form of Forced Exercise Warrant between the Yorkville Acquisition Corp. and the holders (including Trump Media & Technology Group Corp.) (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on August 26, 2025)
4.9*	Description of Registrant's Securities
10.1	Registration Rights Agreement, dated September 2, 2021, by and among Digital World Acquisition Corp. and certain security holders. (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K, filed by Digital World Acquisition Corp. on September 9, 2021).
10.2+	Amended and Restated Trump Media & Technology Group Corp. 2024 Equity Incentive Plan (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 30, 2025).
10.3+	TMTG Executive Employment Agreement with Phillip Juhan, dated July 7, 2021, as of the Effective Date (incorporated by reference to Exhibit 10.12 to Amendment No. 4 to the Registration Statement on Form S-4, filed by Digital World Acquisition Corp. on February 12, 2024).
10.4+	TMTG Amendment to Executive Employment Agreement with Phillip Juhan, dated December 31, 2021, as of the Effective Date (incorporated by reference to Exhibit 10.13 to Amendment No. 4 to the Registration Statement on Form S-4, filed by Digital World Acquisition Corp. on February 12, 2024).
10.5+	TMTG Second Amendment to Executive Employment Agreement with Phillip Juhan, dated March 8, 2024 (incorporated by reference to Exhibit 10.8 to the Annual Report on Form 10-K, filed by Trump Media & Technology Group Corp. on February 14, 2025).

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10.6+	TMTG Executive Employment Agreement with Devin Nunes, dated January 2, 2022, as of the Effective Date (incorporated by reference to Exhibit 10.14 to Amendment No. 4 to the Registration Statement on Form S-4, filed by Digital World Acquisition Corp. on February 12, 2024).
10.7+	TMTG Amendment to Executive Employment Agreement with Devin Nunes, dated March 7, 2024 (incorporated by reference to Exhibit 10.10 to the Annual Report on Form 10-K, filed by Trump Media & Technology Group Corp. on February 14, 2025).
10.8*+†	TMTG Executive Employment Agreement with Vladimir Novachki, dated January 16, 2023.
10.9*+	TMTG Amendment to Executive Employment Agreement with Vladimir Novachki, dated January 16, 2023.
10.10	Second Amended & Restated License, Likeness, Exclusivity and Restrictive Covenant Agreement, dated February 2, 2024, by and among President Donald J. Trump, DTTM Operations, LLC, and TMTG (incorporated by reference to Exhibit 10.17 to Amendment No. 4 to the Registration Statement on Form S-4, filed by Digital World Acquisition Corp. on February 12, 2024).
10.11	Order Instituting Cease-and Desist Proceedings pursuant to Section 8A of the Securities Act of 1933 and Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order, dated July 20, 2023 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by Digital World Acquisition Corp. on July 21, 2023).
10.12	Form of Warrant Subscription Agreement, dated as of February 7, 2024, by and among Digital World Acquisition Corp. and certain accredited investors 2023 (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K, filed by Digital World Acquisition Corp. on February 8, 2024).
10.13	Form of Note Purchase Agreement, dated February 8, 2024, by and among Digital World Acquisition Corp. and certain accredited investors (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by Digital World Acquisition Corp. on February 8, 2024).
10.14	Share Escrow Agreement, dated March 21, 2024, by and among Digital World Acquisition Corp., Trump Media & Technology Group Corp. and Odyssey Transfer & Trust Company (incorporated by reference to Exhibit 10.33 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 1, 2024).
10.15	ARC Escrow Agreement, dated March 21, 2024, between Digital World Acquisition Corp. and Odyssey Transfer & Trust Company (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on March 26, 2024).
10.16	Non-ARC Class B Shareholders Escrow Agreement, dated March 21, 2024, by and among Digital World Acquisition Corp., Arc Global Investments II, LLC and Odyssey Transfer & Trust Company (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on March 26, 2024).
10.17	Form of Non-Competition and Non-Solicitation Agreement (incorporated by reference to Exhibit 10.36 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 1, 2024).
10.18	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.37 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 1, 2024).
10.19	Standby Equity Purchase Agreement between Trump Media & Technology Group Corp. and YA II PN, LTD., dated July 3, 2024. (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K, filed by Trump Media and Technology Group Corp. on July 3, 2024)
10.20	Registration Rights Agreement, dated August 9, 2024, by and among the Company, WorldConnect IPTV Solutions, LLC and JedTec, L.L.C. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on August 9, 2024).
10.21+‡	Form of Equity PIPE Subscription Agreement, dated as of May 27, 2025, by and between Trump Media & Technology Group Corp. and certain investors party thereto (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on May 27, 2025)
10.22†	Form of Convertible Note Subscription Agreement, dated as of May 27, 2025, by and between Trump Media & Technology Group Corp. and certain investors party thereto (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on May 27, 2025)
10.23	Purchase Agreement, date August 26, 2025, by and between Trump Media & Technology Group Corp. and Foris Holdings US, Inc. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on August 26, 2025)

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10.24	Sponsor Support Agreement, dated as of August 25, 2025, by and among the Yorkville Acquisition Corp., YA S3 Inc., Foris Holdings KY Limited, Crypto.com Strategy Holdings, Trump Media & Technology Group Corp. and Yorkville Acquisition Sponsor, LLC (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on August 26, 2025)
10.25	Form of Registration Rights Agreement by and among the Yorkville Acquisition Corp., Crypto.com Strategy Holdings, Trump Media & Technology Group Corp. and Yorkville Acquisition Sponsor, LLC (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on August 26, 2025)
10.26	Convertible Promissory Note, dated as of December 18, 2025, by and between Trump Media & Technology Group Corp. and TAE Technologies, Inc. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on December 18, 2025).
10.27	Voting and Support Agreement, dated as of December 18, 2025, by and between Donald J. Trump Revocable Trust dated April 7, 2014 and TAE Technologies, Inc. (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on December 18, 2025).
10.28	Form of Voting and Support Agreement, dated as of December 18, 2025, by and between Trump Media & Technology Group Corp. and certain stockholders TAE Technologies, Inc. (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K, filed by filed by Trump Media & Technology Group Corp. on December 18, 2025).
14.1	Trump Media & Technology Group Corp. Code of Ethics and Business Conduct (incorporated by reference to Exhibit 14.1 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 1, 2024).
16.1	Letter from Marcum LLP to the Securities and Exchange Commission, dated August 15, 2023 (incorporated by reference to Exhibit 16.1 to the Current Report on Form 8-K, filed by Digital World Acquisition Corp. on August 15, 2023).
16.2	Letter from Adeptus Partners LLC to the Securities and Exchange Commission, dated March 29, 2024 (incorporated by reference to Exhibit 16.2 to the Current Report on Form 8-K, filed by Trump Media & Technology Group Corp. on April 1, 2024).
19.1	Trump Media & Technology Group Corp. Insider Trading Policy (incorporated by reference to Exhibit 19.1 to the Annual Report on Form 10-K, filed by Trump Media & Technology Group Corp. on February 14, 2025).
21.1*	List of Subsidiaries of Trump Media & Technology Group Corp.
23.1*	Consent of Independent Registered Public Accounting Firm
31.1*	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rules 13a-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rules 13a-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
97.1	Executive Compensation Recovery Policy (incorporated by reference to Exhibit 97.1 to the Annual Report on Form 10-K, filed by Trump Media & Technology Group Corp. on February 14, 2025).
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (Embedded within the Inline XBRL document and included in Exhibit).

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* Filed or furnished herewith.

+ Indicates a management or compensatory plan.

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

Certain portions of this exhibit have been redacted pursuant to Regulation S-K Item 601(b)(10)(iv). The Company hereby agrees to furnish supplementally an unredacted copy of the exhibit to the SEC upon its request.

Item 16. Form 10-K Summary

None.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Trump Media & Technology Group Corp.
Sarasota, Florida

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Trump Media & Technology Group Corp. (the "Company") as of December 31, 2025 and 2024, the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and our report dated February 27, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of audit evidence pertaining to the existence and control of the Company's digital assets

Description of the Critical Audit Matter As described in Notes 2 and 5 to the consolidated financial statements, the Company accounts for its digital assets as indefinite-lived intangible assets. The digital assets are recorded at cost, and subsequently remeasured at fair value, with changes in fair value recognized on the consolidated statement of operations. As of December 31, 2025, the carrying value of the Company's digital assets was \$904.37 million.

We identified the evaluation of audit evidence pertaining to the existence of its digital assets and whether the Company controls the digital assets as a critical audit matter. Especially subjective auditor judgment was involved in determining the nature and extent of evidence required to assess the existence of the digital assets and whether the Company controls the digital assets, as control over the digital assets is provided through private cryptographic keys stored using third-party custodial services. In addition, professionals with specialized skills and knowledge in blockchain technology were utilized to assist in the evaluation of the sufficiency of certain audit procedures.

Description of the primary procedures we performed to address the Critical Audit Matter We evaluated the design and tested the operating effectiveness of certain internal controls over the digital assets process, including a control over the comparison of the Company's records of digital assets held to the custodial records. We involved professionals with specialized skills and knowledge in blockchain technology, who assisted in evaluating certain internal controls over the digital assets process and the reconciliation of digital assets per the custodial service ledgers to the public blockchain. We obtained confirmation of the Company's digital assets in custody as of December 31, 2025 and compared the total digital assets confirmed to the Company's record of digital asset holdings. We also compared the Company's record of digital asset transactions to the records on the public blockchain using multiple software audit tools. We applied auditor judgment in determining the nature and extent of audit evidence required, especially related to assessing the existence of the digital assets and whether the Company controls the digital assets. We evaluated the sufficiency and appropriateness of audit evidence obtained by assessing the results of procedures performed over the digital assets.

/s/ Semple, Marchal & Cooper, LLP

Certified Public Accountants

We have served as the Company's auditor since 2024.

Phoenix, Arizona

February 27, 2026

TRUMP MEDIA & TECHNOLOGY GROUP CORP.

CONSOLIDATED FINANCIAL STATEMENTS

Balance Sheets as of December 31, 2025 and December 31, 2024 and Statements of Operations, Stockholders' (Deficit)/Equity and Cash Flows for the years ending December 31, 2025, December 31, 2024 and December 31, 2023

TRUMP MEDIA & TECHNOLOGY GROUP CORP.

Consolidated Balance Sheets

(in thousands except share and per share data)	December 31, 2025	December 31, 2024
Assets		
Current Assets:		
Cash and cash equivalents(1)	\$ 134,557.6	\$ 170,236.1
Restricted cash	31,330.5	-
Short-term investments	305,053.3	606,547.3
Equity securities (Note 2)	722,069.1	-
Prepaid expenses and other current assets	9,992.3	7,457.3
Accounts receivable, net	244.5	17.4
Total current assets	<u>1,203,247.3</u>	<u>784,258.1</u>
Convertible note receivable	200,000.0	-
Interest receivable	498.6	-
Property and equipment, net	3,051.6	4,366.0
Goodwill	120,884.2	120,884.2
Digital assets (Note 5)	904,370.6	-
Digital assets pledged (Note 5)	175,300.4	-
Intangible assets, net	19,829.6	25,363.1
Right-of-use assets, net	2,505.3	3,416.1
Total assets	<u><u>2,629,687.6</u></u>	<u><u>938,287.5</u></u>
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable and accrued expenses(1)	32,294.3	10,167.5
Convertible notes payable (Note 11)	941,893.9	-
Related party payables	262.0	262.0
Unearned revenue	30.4	1,010.7
Current portion of long-term debt	4,780.5	4,780.5
Current portion of operating lease liability	836.2	1,080.8
Total current liabilities	<u>980,097.3</u>	<u>17,301.5</u>
Long-term operating lease liability	1,723.5	2,559.7
Long-term debt - other	442.6	4,836.2
Deferred tax liability	560.1	-
Total liabilities	<u>982,823.5</u>	<u>24,697.4</u>
Commitments and contingencies (Note 16)		
Stockholders' Equity:		
Preferred Stock \$0.0001 par value – 1,000,000 shares authorized, 0 shares issued and outstanding at December 31, 2025 and December 31, 2024	-	-
Common Stock \$ 0.0001 par value – 999,000,000 shares authorized, 276,724,314 and 220,657,014 shares issued and outstanding at December 31, 2025 and December 31, 2024	28.1	22.1
Paid in Capital	5,360,448.8	3,861,662.4
Treasury stock, at cost (4,279,691 and 128,138 shares)	(56,516.3)	(2,908.7)
Accumulated Deficit	(3,657,247.1)	(2,945,185.7)
Total stockholders' equity	<u>1,646,713.5</u>	<u>913,590.1</u>
Noncontrolling interest	150.6	-
Total equity	<u>1,646,864.1</u>	<u>913,590.1</u>
Total liabilities and stockholders' equity/(deficit)	<u><u>\$ 2,629,687.6</u></u>	<u><u>\$ 938,287.5</u></u>

(1) Under certain provisions of Accounting Standards Codification ("ASC") 810, *Consolidations*, ("ASC 810") we are required to separately disclose on our consolidated balance sheets the assets of the consolidated variable interest entity ("VIE") that are owned by the consolidated VIE and liabilities of the consolidated VIE as to which there is no recourse against us.

As of December 31, 2025, the total assets include \$1,556.0 related to the consolidated VIE of which \$1,556.0 is included in cash and cash equivalents. Total liabilities included \$50.5 related to the consolidated VIE of which \$50.5 is included in accounts payable and accrued liabilities. As of December 31, 2024, we did not have a variable interest in the VIE, as a result no assets and liabilities of the VIE are included in our consolidated balance sheet. There is no recourse against us for the liabilities of the consolidated VIE.

The Notes to the Consolidated Financial Statements are an integral part of these statements.

TRUMP MEDIA & TECHNOLOGY GROUP CORP.

Consolidated Statements of Operations

(in thousands except share and per share data)	Year Ended		
	December 31, 2025	December 31, 2024	December 31, 2023
Net sales	\$ 3,682.6	\$ 3,618.8	\$ 4,131.1
Operating costs and expenses⁽¹⁾			
Cost of revenue	1,675.2	619.0	164.9
Research and development	42,773.8	49,104.3	9,715.7
Sales and marketing	2,500.0	6,383.7	1,279.6
General and administration	119,133.4	130,616.8	8,878.7
Realized and unrealized loss, net, on digital assets and digital assets pledged	403,222.6	-	-
Depreciation and amortization	7,421.3	2,933.9	59.6
Total operating costs and expenses	576,726.3	189,657.7	20,098.5
Loss from operations	(573,043.7)	(186,038.9)	(15,967.4)
Interest income	46,561.3	14,722.2	-
Interest expense	(27,348.4)	(3,089.8)	(39,429.1)
Investment loss	(182,956.0)	-	-
Litigation settlements	25,006.7	-	-
Change in fair value of derivative liabilities	-	(225,916.0)	(2,791.6)
Loss on the conversion of convertible debt	-	(542.3)	-
Loss from operations before income taxes	(711,780.1)	(400,864.8)	(58,188.1)
Income tax expense	(560.1)	-	(1.1)
Net loss	(712,340.2)	(400,864.8)	(58,189.2)
Less net loss attributable to noncontrolling interest	278.8	-	-
Net loss available to common stockholders	\$ (712,061.4)	\$ (400,864.8)	\$ (58,189.2)
Loss per Share attributable to common stockholders:			
Basic	\$ (2.80)	\$ (2.36)	\$ (0.67)
Diluted*	\$ (2.80)	\$ (2.36)	\$ (0.67)
Weighted Average Shares used to compute net loss per share available to common stockholders:			
Basic	254,537,040	169,630,052	87,500,000
Diluted	254,537,040	169,630,052	87,500,000

(1) Costs of operating expenses include stock-based compensation expense as follows:

Research and development	\$ 21,957.0	\$ 30,142.5	\$ -
General and administration	37,234.1	77,244.6	-
Total stock-based compensation expense	\$ 59,191.1	\$ 107,387.1	\$ -

*Loss per share attributable to common stockholders for diluted calculation is based on the Basic weighted shares as these are not dilutive. The basic and diluted loss per share attributable to common stockholders are therefore the same.

The Notes to Consolidated Financial Statements are an integral part of these statements.

TRUMP MEDIA & TECHNOLOGY GROUP CORP.

Consolidated Statements of Stockholders' (Deficit)/Equity

(in thousands, except share data)	Common Stock Number of Shares	Par Value \$0.0001	Treasury Stock Number of Shares	Treasury Stock	Paid in Capital	Accumulated Deficit	Total Stockholders' (Deficit)/ Equity	Noncontrolling Interest	Total (Deficit)/ Equity
Balance as of January 1, 2023	87,500,000	\$ 8.8	-	\$ -	\$ -	\$ (8,581.5)	\$ (8,572.7)	\$ -	\$ (8,572.7)
Net loss	-	-	-	-	-	(58,189.2)	(58,189.2)	-	(58,189.2)
Balance as of December 31, 2023	87,500,000	8.8	-	-	-	(66,770.7)	(66,761.9)	-	(66,761.9)
Issuance of eamout shares	40,000,000	4.0	-	-	2,477,546.2	(2,477,550.2)	-	-	-
Conversion of convertible notes upon reverse capitalization	6,014,534	0.6	-	-	300,425.4	-	300,426.0	-	300,426.0
Stock based compensation	1,899,234	0.2	-	-	107,387.1	-	107,387.3	-	107,387.3
Vesting of restricted stock units	607,003	-	-	-	-	-	-	-	-
Issuance of common stock upon reverse capitalization	41,346,049	4.1	-	-	219,617.5	-	219,621.6	-	219,621.6
Exercise of warrants	10,445,682	1.1	-	-	119,828.4	-	119,829.5	-	119,829.5
Conversion of convertible notes in common stock	6,250,000	0.6	-	-	49,999.4	-	50,000.0	-	50,000.0
Common stock issued from SEPA	20,655,365	2.1	-	-	454,849.5	-	454,851.6	-	454,851.6
Acquisition of WCT, net of offering costs	5,042,770	0.5	-	-	132,009.0	-	132,009.5	-	132,009.5
Common stock for ARC settlement	1,024,517	0.1	-	-	(0.1)	-	-	-	-
Treasury stock	-	-	(128,138)	(2,908.7)	-	-	(2,908.7)	-	(2,908.7)
Net loss	-	-	-	-	-	(400,864.8)	(400,864.8)	-	(400,864.8)
Balance as of December 31, 2024	220,785,152	22.1	(128,138)	(2,908.7)	3,861,662.4	(2,945,185.7)	913,590.1	-	913,590.1
Exercise of warrants	26,127	-	-	-	300.1	-	300.1	-	300.1
Stock based compensation	-	-	-	-	59,191.1	-	59,191.1	-	59,191.1
Common stock issued in PIPE	55,857,181	5.6	-	-	1,392,401.4	-	1,392,407.0	-	1,392,407.0
Common stock issued to purchase digital assets	2,797,985	0.3	-	-	46,893.9	-	46,894.2	-	46,894.2
Vesting of restricted stock units	1,537,560	0.1	-	-	(0.1)	-	-	-	-
Treasury stock	-	-	(4,151,553)	(53,607.6)	-	-	(53,607.6)	-	(53,607.6)
Contribution for non-controlling interest	-	-	-	-	-	-	-	429.4	429.4
Net loss	-	-	-	-	-	(712,061.4)	(712,061.4)	(278.8)	(712,340.2)
Balance as of December 31, 2025	<u>281,004,005</u>	<u>\$ 28.1</u>	<u>(4,279,691)</u>	<u>\$ (56,516.3)</u>	<u>\$ 5,360,448.8</u>	<u>\$ (3,657,247.1)</u>	<u>\$ 1,646,713.5</u>	<u>\$ 150.6</u>	<u>\$ 1,646,864.1</u>

The Notes to the Consolidated Financial Statements are an integral part of these statements.

TRUMP MEDIA & TECHNOLOGY GROUP CORP.

Consolidated Statements of Cash Flows

(in thousands)	Year Ended		
	December 31, 2025	December 31, 2024	December 31, 2023
Cash flows from operating activities			
Net loss	\$ (712,340.2)	\$ (400,864.8)	\$ (58,189.2)
Adjustments to reconcile net loss to net cash provided by/(used in) operating activities:			
Non-cash interest expense on debt	26,978.0	2,963.3	39,429.1
Non-cash interest income	(498.6)	-	-
Change in fair value of derivative liabilities	-	225,916.0	2,791.6
Depreciation and amortization	7,421.3	2,933.9	60.4
Loss on extinguishment of debt	-	542.3	-
Stock based compensation	59,191.1	107,387.1	-
Realized and unrealized loss, net, on digital assets and digital assets pledged	403,222.6	-	-
Net unrealized loss on investments	178,800.4	-	-
Premiums received from assigned put options	43,982.3	-	-
Operating lease amortization	910.8	418.9	153.8
Deferred taxes	560.1	-	-
Change in operating assets and liabilities			
Prepaid expenses and other current assets	(18,169.0)	(2,273.4)	(1.6)
Accounts receivable	(227.2)	63.6	426.9
Unearned revenue	(980.2)	(3,402.4)	4,413.1
Operating lease liabilities	(893.9)	(203.1)	(149.6)
Accounts payable and accrued liabilities	26,800.6	5,535.9	1,332.0
Net cash provided by/(used in) operating activities	14,758.1	(60,982.7)	(9,733.5)
Cash flows used in investing activities			
Purchases of property and equipment	(573.5)	(5,033.8)	(2.2)
Purchase of intangible assets	-	(7,000.0)	-
Purchase of short-term investments	(23,506.0)	(606,547.3)	-
Sale of short-term investments	325,000.0	-	-
Purchase of digital assets	(1,436,000.0)	-	-
Purchase of equity securities	(932,295.8)	-	-
Sale of equity securities	92.3	-	-
Investment in convertible note receivable	(200,000.0)	-	-
Net cash used in investing activities	(2,267,283.0)	(618,581.1)	(2.2)
Cash flows provided by financing activities			
Proceeds of convertible notes	960,000.0	47,455.0	3,500.0
Repurchase of convertible notes	(15,234.2)	-	-
Repayment of convertible notes	-	-	(1,000.0)
Repayment of long-term debt	(4,629.6)	-	-
Proceeds from merger	-	233,017.5	-
Proceeds from PIPE	1,395,318.3	-	-
Payments of debt and equity offering costs	(34,399.2)	-	-
Repurchases of common stock	(53,607.6)	(2,908.7)	-
Proceeds from SEPA, net	-	449,874.6	-
Proceeds from the exercise of warrants, net	299.8	119,788.8	-
Contribution for non-controlling interest	429.4	-	-
Net cash provided by financing activities	2,248,176.9	847,227.2	2,500.0
Net change in cash, cash equivalents, and restricted cash	(4,348.0)	167,663.4	(7,235.7)
Cash and cash equivalents, beginning of year	170,236.1	2,572.7	9,808.4
Cash, cash equivalents, and restricted cash, end of year	<u>\$ 165,888.1</u>	<u>\$ 170,236.1</u>	<u>\$ 2,572.7</u>
Reconciliation of cash, cash equivalents, and restricted cash to the consolidated balance sheets			
Cash and cash equivalents	134,557.6	170,236.1	2,572.7
Restricted cash	31,330.5	-	-
Total cash, cash equivalents, and restricted cash, end of period	<u>\$ 165,888.1</u>	<u>\$ 170,236.1</u>	<u>\$ 2,572.7</u>
Supplemental disclosure of cash flow information			
Cash paid for interest	\$ 370.4	\$ 126.5	\$ -
Cash paid for taxes	\$ 975.6	\$ 1,897.7	\$ -
Noncash investing and financing activities			
Shares issued for conversion of convertible notes	\$ -	\$ 350,426.0	\$ -
Operating lease assets obtained in exchange for operating lease obligations	\$ -	\$ 3,481.7	\$ -
Common stock issued for business combination	\$ -	\$ 132,171.0	\$ -
Common stock issued for digital assets	\$ 46,894.2	\$ -	\$ -
Debt and equity offering costs	\$ 41,328.4	\$ 10,107.5	\$ -
Digital asset exchanged for other digital asset	\$ 17,055.1	\$ -	\$ -
Digital assets pledged as collateral for call option	\$ 174,828.6	\$ -	\$ -

The Notes to the Consolidated Financial Statements are an integral part of these statements.

(Amounts in thousands, except share, per share and quantity data)

NOTE 1 - DESCRIPTION OF BUSINESS

The accompanying consolidated financial statements include the historical accounts of TMTG Sub Inc. f/k/a Trump Media & Technology Group Corp. ("Private TMTG" or "Predecessor TMTG" or, prior to the closing on March 25, 2024, "TMTG"), which changed its name from Trump Media Group Corp. in October 2021. The mission of TMTG is to end Big Tech's assault on free speech by opening up the Internet and giving people their voices back. TMTG operates Truth Social, a social media platform established as a safe harbor for free expression amid increasingly harsh censorship by Big Tech corporations, as well as Truth+, a streaming platform focusing on family friendly live TV channels and on-demand content. TMTG has also launched Truth.Fi, a financial services and FinTech brand incorporating America First investment vehicles, and a digital asset strategy--including a bitcoin treasury--to help ensure our financial freedom and protect against discrimination by financial institutions.

Merger

On March 25, 2024, TMTG consummated the DWAC Merger Agreement dated October 20, 2021, between Digital World Acquisition Corp. ("Digital World" or "DWAC"), DWAC Merger Sub, TMTG, ARC Global Investments II ("ARC"), LLC and TMTG's General Counsel, as amended on May 11, 2022, August 9, 2023 and September 29, 2023. Pursuant to the DWAC Merger Agreement, and subject to the terms and conditions set forth therein, upon the Closing, Merger Sub merged with and into TMTG, with TMTG surviving as a wholly owned subsidiary of Digital World, and with TMTG's stockholders receiving 87,500,000 shares of Digital World Class A common stock (excluding 40,000,000 Earnout Shares), subject to certain adjustments and earnout provisions, in exchange for TMTG common stock, which is in substance, a continuation of the TMTG shareholders' equity interests in the TMTG business, plus up to an additional 7,854,534 shares of New Digital World common stock to be issued upon conversion of outstanding TMTG Convertible Notes immediately prior to the Closing.

Notwithstanding the legal form of the Initial Business Combination pursuant to the DWAC Merger Agreement, the Initial Business Combination has been accounted for as a reverse recapitalization in accordance with U.S. GAAP because TMTG is the operating company and has been determined to be the accounting acquirer under Financial Accounting Standards Board's Accounting Standards Codification ("ASC") Topic 805, Business Combinations ("ASC 805"), while Digital World is a blank check company. The determination is primarily based on the evaluation of the following facts and circumstances:

- The pre-combination equity holders of Private TMTG hold the majority of voting rights in TMTG;
- The pre-combination equity holders of Private TMTG have the right to appoint the majority of the directors on TMTG's Board;
- Private TMTG senior management (executives) are the senior management (executives) of TMTG; and
- Operations of Private TMTG comprise the ongoing operations of TMTG.

Under the reverse recapitalization model, the Initial Business Combination was treated as TMTG issuing equity for the net assets of Digital World, with no goodwill or intangible assets recorded.

While Digital World was the legal acquirer in the Initial Business Combination, because Predecessor TMTG was deemed the accounting acquirer, the historical financial statements of Predecessor TMTG became the historical financial statements of the combined company upon the consummation of the Initial Business Combination. As a result, the financial statements reflect (i) the historical operating results of Predecessor TMTG prior to the Initial Business Combination; (ii) the combined results of Digital World and Predecessor TMTG following the closing of the Initial Business Combination; (iii) the assets and liabilities of Predecessor TMTG at their historical cost; and (iv) our equity structure for all periods presented. In connection with the consummation of the Initial Business Combination, Digital World was renamed "Trump Media & Technology Group Corp." and TMTG was renamed "TMTG Sub Inc."

In accordance with the applicable guidance, the equity structure has been retroactively restated in all comparative periods up to the Closing Date, to reflect the number of shares of our common stock issued to Predecessor TMTG common shareholders and Predecessor TMTG convertible noteholders in connection with the Initial Business Combination. As such, the shares and corresponding capital amounts and earnings per share related to Predecessor TMTG convertible notes and Predecessor TMTG common stock prior to the Initial Business Combination have been retroactively restated as shares reflecting the exchange ratio established in the Initial Business Combination.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES

Basis of Presentation

The accompanying consolidated financial statements are presented in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") and pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC").

Reclassifications

Reclassifications of certain prior period amounts have been made to conform to the current period presentation.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, the fair value of assets acquired and liabilities assumed in business acquisitions, the assessment of recoverability of our goodwill and long-lived assets, and the reported amounts of revenues and expenses during the reporting period. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets, liabilities, and equity that are not readily apparent from other sources. Actual results could differ from those estimates. Material estimates and assumptions reflected in the consolidated financial statements relate to and include, but are not limited to, fair value of intangible assets acquired in business acquisitions, recoverability of goodwill and intangibles, fair value of short-term investments and equity securities, digital assets, digital assets pledged, the fair value of our option liabilities, useful lives of intangibles and depreciable assets, and stock-based compensation.

Principles of Consolidation

The consolidated financial statements include the financial statements of the Company, its wholly owned subsidiaries, and a VIE in which we are deemed the primary beneficiary, have been prepared in accordance with U.S. GAAP. All intercompany transactions and balances have been eliminated.

Variable Interest Entity

GAAP requires the assessment of whether an entity is a VIE and, if so, if we are the primary beneficiary at the inception of the entity or at a reconsideration event. Additionally, GAAP requires the consolidation of VIEs in which a company has a controlling financial interest. A controlling financial interest will have both of the following characteristics: (a) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance and (b) for amounts that could potentially be significant to the VIE, the obligation to absorb losses or the right to receive benefits from the VIE.

On April 2, 2025, we provided initial operational funding to Yorkville America, LLC, ("Yorkville America"), through services and licensing agreements. Yorkville America, through its subsidiaries serves as the Registered Investment Advisor for investment vehicles and financial products that focus on investments in American growth, manufacturing, energy companies, security and defense, and digital assets, as well as investments that strengthen the patriot economy. Pursuant to the terms of the services agreement, we will provide a majority of the operational funding for Yorkville America, in exchange for a majority of their net profit. Additionally, through a licensing agreement, Yorkville America may utilize Truth.Fi and certain Truth Social intellectual property to market their investment vehicles and financial products. Substantially all the business activity of Yorkville America is conducted on behalf of TMTG.

Since TMTG has the power to direct the activities that most significantly impact Yorkville America's economic performance through our disproportionate economic rights and obligations, and that substantially all of Yorkville America's activities are conducted on behalf of TMTG. We determined this represented a variable interest in Yorkville America and TMTG is the primary beneficiary. We do not maintain any equity ownership in Yorkville America. As the primary beneficiary of Yorkville America, we consolidate in our financial statements the balance sheets, results of operations, and cash flows of Yorkville America, and all intercompany balances and transactions between us and Yorkville America are eliminated in the consolidated financial statements. Yorkville America did not have any material assets or liabilities upon initial consolidation. We report a non-controlling interest representing the economic interest held by other parties in Yorkville America.

We have not provided any guarantees related to Yorkville America and no creditors of Yorkville America have recourse to the general credit of TMTG.

As of December 31, 2025, we held a variable interest in four VIEs for which we are not the primary beneficiary. Yorkville America sponsors certain investment products, including exchange-traded funds, for which it earns a Sponsor Fee in exchange for providing management and advisory services. The Sponsor Fees represent the primary economic interest in the VIEs. TMTG nor any of our consolidated entities hold equity investments or other financial interest in the VIEs as of December 31, 2025. As a result, Yorkville America controls the power to direct the activities most significant to these VIEs performance, although the obligation to absorb losses and the right to receive benefits from the VIE is held by the shareholders of the sponsored investment products. The Sponsor Fees do not represent a variable interest that could potentially be significant to the economic performance of the VIEs.

Our maximum exposure to loss as a result of our involvement with the unconsolidated VIEs is limited only to our loss of future Sponsor Fees and uncollected fee receivables in this VIE, which was \$0.0 as of December 31, 2025 and 2024. We may be subject to additional losses to the extent of any financial support that we voluntarily provide in the future. The sponsored investment products of the unconsolidated VIEs had an immaterial amount of assets and liabilities as of December 31, 2025, and no assets and liabilities as of December 31, 2024.

Cash and cash equivalents

Cash and cash equivalents represent cash on hand, other highly liquid investments with a remaining maturity of 90 days or less at the date of acquisition, and receivables related to third-party payment processor transactions normally received within 72 hours.

Restricted cash

Restricted cash consists of cash and cash equivalents held as collateral with the Collateral Agent to our Notes (Note 11), and as security on unexpired put options.

Short-term investments

Short-term investments consist primarily of repurchase agreements, which are used to purchase United States Treasury Bills from a third-party seller, that are accounted for as secured borrowings under which the seller pledges its securities as collateral to secure a loan from us, which is equal in value to the estimated fair value of the pledged collateral. The seller retains beneficial ownership of the pledged collateral. At the maturity of the repurchase agreements, the seller is required to repay the loan plus accrued interest and concurrently receives back its pledged collateral from us. We may renew the agreements at the prevailing financing rate for the same or other securities. We may be required to transfer additional cash in the event the fair value of the collateral pledged exceeds the loan balance. Our repurchase agreements are based on the September 1996 version of the Bond Market Association Master Repurchase Agreement, which generally provides that the lender, as buyer, is responsible for obtaining collateral valuations from a generally recognized source agreed to by both the Company and the seller, or, in an instance when such source is not available, the value determination is made by the lender.

Our repurchase agreements are expected to range from 1 to 3 days and the purchase price will be equal to the repurchase price. We intend to renew our repurchase agreements immediately upon the termination of the preceding repurchase agreement to increase our potential to generate interest income. The repurchase agreements are reported at the unpaid balance, net of any allowance for expected losses. No expected credit losses were recorded as of December 31, 2025.

Convertible note receivable

We issued \$300,000.0 unsecured convertible promissory note receivable to TAE Technologies, Inc ("TAE") in connection with the TAE Merger Agreement we entered into with TAE on December 18, 2025. The TAE Convertible Note bears simple interest of 7.0% per annum and matures on the earlier of December 18, 2027 or termination of the TAE Convertible Note for any other reason. All accrued but unpaid interest and principal is due upon maturity. Unpaid interest upon maturity shall increase the then outstanding principal amount of the TAE Convertible Note and following such increase in the principal amount of the TAE Convertible Note, the TAE Convertible Note will bear interest on such increased principal amount thereafter.

We funded \$200,000.0 upon entering into the TAE Merger Agreement and upon the request of TAE during the period from the initial submission by us of the Form S-4 in connection with the TAE Merger Agreement, and the earlier of 60 days thereafter or termination of the TAE Merger Agreement will fund up to an additional \$100,000.0.

The TAE Convertible Note is convertible at our option upon a financing event by TAE prior to closing of the TAE Merger Agreement or at any time following a termination of the TAE Merger Agreement while this note remains outstanding in an equity financing by TAE. The TAE Convertible Note would convert into shares of TAE's most senior equity security then outstanding at a conversion price equal to the cash price paid per share in the financing event.

In the event of a termination of the TAE Merger Agreement, for other than material breach by TAE or failure of TAE's shareholders to adopt the TAE Merger Agreement, the outstanding balance shall automatically convert immediately prior to the maturity date into the then-most senior equity security outstanding at a conversion price equal to the original issuance price of such senior equity security.

Upon a termination of the TAE Merger Agreement as a result of a material breach by TAE or failure of TAE's shareholders to adopt the TAE Merger Agreement, at our election, we may convert the outstanding balance into either shares of TAE's common stock or the then-most senior equity security outstanding at a conversion price equal to the original issuance price of such senior equity security.

In the event the TAE Convertible Note remains outstanding at the maturity date, we may elect to convert the outstanding balance and any unpaid accrued interest into the then-most senior equity security then outstanding at a conversion price equal to the original issuance price of such senior security, extend the maturity date to a date set forth in such written notice, or receive cash.

As of December 31, 2025, we accrued \$498.6 of interest income on the TAE Convertible Note.

Prepaid expenses and other current assets

Other current assets consist of receivables for proceeds from warrant exercises, deferred cost associated with the issuance of our common stock, retainers for professional services, prepaid rent, insurance and prepaid data costs. Prepaid and deferred costs are amortized proportionally to their utilization in our operations.

Property and equipment

Property and equipment are recorded at cost less accumulated depreciation. Depreciation is calculated on the straight-line basis over the estimated useful lives of the assets. We regularly evaluate the estimated useful lives to determine whether events or changes in circumstances warrant a revision to the remaining period of depreciation.

Property and equipment consist of the following:

	<u>Estimated Useful Lives</u>	<u>December 31, 2025</u>	<u>December 31, 2024</u>
Property and equipment			
Furniture and equipment	2-5 years	\$ 42.8	\$ 34.5
Computer equipment	3 years	5,719.7	5,154.6
Less: accumulated depreciation		(2,710.9)	(823.1)
Property and equipment, net		<u>\$ 3,051.6</u>	<u>\$ 4,366.0</u>

Total depreciation expense was \$1,887.8, \$697.0, and \$60.4 for the years ended December 31, 2025, 2024, and 2023, respectively.

Software development cost

We expense software development costs, including costs to develop software products or the software component products to be sold, leased, or marketed to external users, before technological feasibility is reached. Technological feasibility typically is reached shortly before the release of such products. As a result, development costs that meet the criteria for capitalization were not material for the periods presented.

Software development cost also includes costs to develop software to be used solely to meet internal needs and cloud-based applications used to deliver our services. Due to the pace of our software development efforts and frequency of our software releases, our software development costs are expensed as incurred within research and development in the consolidated statements of operations.

Additionally, we acquired capitalized software through a business acquisition (see Note 6, Goodwill and intangible assets).

Goodwill and other intangible assets

Goodwill and indefinite-lived intangible assets are assessed for impairment annually, or more frequently, if events occur that would indicate a potential reduction in the fair value of a reporting unit below its carrying value. We perform our annual impairment review of goodwill at the reporting unit level in the fourth quarter. If we determine the fair value of the reporting unit's goodwill or other indefinite-lived intangible assets is less than their carrying value because of an annual or interim assessment, an impairment loss is recognized and reflected in operating income or loss in the consolidated statements of operations during the period incurred. We perform our impairment assessment based on a quantitative analysis performed for our reporting units.

We review finite-lived intangible assets for impairment whenever an event occurs or circumstances change that indicate that the carrying amount of such assets may not be fully recoverable. Recoverability is determined based on an estimate of undiscounted future cash flows resulting from the use of an asset and its eventual disposition. Should an asset not be recoverable, an impairment loss is measured by comparing the fair value of the asset to its carrying value. If we determine the fair value of an asset is less than the carrying value, an impairment loss is recognized in operating income or loss in the consolidated statements of operations during the period incurred.

As of December 31, 2025, we believe such assets are recoverable; however, there can be no assurance these assets will not be impaired in future periods. Any future impairment charges could adversely impact our results of operations.

Revenue recognition

Revenue is recognized when control of the promised goods or service (product) is transferred to our customers, in an amount reflecting the consideration we expect to be entitled to in exchange for such product.

We typically receive payment at the time of sale for subscriptions, the purpose of which is to provide our customers with a simplified and predictable way of purchasing our subscriptions. We have elected to apply the practical expedient such that we do not evaluate payment terms of one year or less for the existence of a significant financing component. Payments received in advance of our performance are initially recorded as unearned revenue and then recognized as revenue on a straight-line basis over the term of the contract. Revenue is recognized net of allowances for refunds and applicable transaction-based taxes collected from customers.

We determine the amount of revenue to be recognized through application of the following steps- Identification of the contract, or contracts with a customer; - Identification of the performance obligations in the contract; - Determination of the transaction price; - Allocation of the transaction price to the performance obligations in the contract; and - Recognition of revenue when or as we satisfy the performance obligations.

Our products generally do not include a refund period. Refunds are estimated at contract inception using the expected value method based on historical refund experience and updated each reporting period as additional information becomes available and only to the extent it is probable a significant reversal of any incremental revenue will not occur. Refunds result in a reduced amount of revenue recognized over the contract term.

Advertising

We enter into advertising contractual agreements directly with certain advertisers. These advertising revenues are recognized in the period when the advertising service is provided.

We also enter into advertising contractual arrangements with advertising manager service companies who provide advertising services through their Ad Manager Service Platform on our Truth Social website to customers. We determine the number of Ad Units and advertising manager service companies have sole discretion over the terms of the auction and all payments. Prices for the Ad Units are primarily set by an auction operated and managed by these companies. We have the right to block specific advertisers. We are an agent in the advertising manager service company arrangements and recognize revenue for our share of advertising revenue. The advertising revenues are recognized in the period when the advertising services are provided on a net basis.

Subscriptions

Subscription revenue consists of sales of our Patriot Package streaming service on Truth+ and is recognized ratably over the period of the subscription, primarily monthly.

Unearned revenue

Unearned revenue primarily consists of billings or payments received from customers in advance of revenue recognized for the services provided to our customers and is recognized as services are performed. Unearned revenue from subscription contracts is recognized on a straight-line basis over the term of the contract. Unearned revenue of \$1,010.7 was recognized as revenue for the year ended December 31, 2025, which was included in the unearned revenue balance as of December 31, 2024. Unearned revenue as of December 31, 2025, was generated from paid subscriptions to Truth+ with an original duration of one year or less and is expected to be recognized during the succeeding 12-month period.

Cost of revenue (excluding depreciation and amortization)

Cost of revenue primarily encompasses expenses associated with generating advertising revenue and direct costs associated with the acquisition and licensing of content, and streaming delivery cost of our content delivery network, excluding depreciation and amortization.

Research and development

Research and development expenses consist primarily of personnel-related costs, for our engineers and other employees engaged in the research and development of our products and services. In addition, research and development expenses include allocated facilities costs, and other supporting overhead costs.

Sales and marketing

Sales and marketing expenses consist primarily of personnel-related costs, sales support, business development and media, marketing, and customer service functions. In addition, sales and marketing-related expenses also include advertising costs, market research, trade shows, branding, marketing, public relations costs, allocated facilities costs, and other supporting overhead costs. We expense sales and marketing cost in the period in which they are incurred.

Sales and marketing expenses were \$2,500.0, \$6,383.7 and \$1,279.6 for the years ended December 31, 2025, 2024 and 2023, respectively.

General and administration expenses

General and administration expenses consist of personnel-related costs, for our executive, finance, legal, information technology, corporate communications, human resources, and other administration employees. In addition, general and administration expenses include fees and costs for professional services (including third-party consulting, legal, and accounting services), facilities costs, and other supporting overhead costs that are not allocated to other departments.

Stock-based compensation

We have granted restricted stock units (RSUs) vesting solely upon the continued service of the recipient. We recognize the accounting grant date fair value of the stock-based awards as compensation expense in the same category as the personnel cost of the recipient over the required service period of each award.

Stock-based awards are accounted for using the fair value method. RSU's are measured based on the fair market value of the underlying common stock on their respective accounting grant dates. We use the straight-line amortization method to recognize stock-based compensation expense over the service period for awards with only a service condition. We record forfeitures when they occur. Upon vesting or forfeiture of RSUs, we eliminate deferred tax assets for RSUs with multiple vesting dates for each vesting period on a first-in, first-out basis as if each vesting period were a separate award.

The number of shares of common stock issued on the date the RSUs vest is net of the minimum statutory withholding requirements that we pay in cash to the appropriate taxing authorities on behalf of our employees.

We accounted for the executive & consultant promissory notes as a liability award under ASC 718 as the executive & consultant promissory notes could be converted into a variable number of shares upon a change of control event and the executives had the sole discretion to extend the maturity date. We remeasured the fair value of the executive & consultant promissory notes at their settlement date and recorded stock-based compensation expense for these awards.

We issued shares of our common stock pursuant to our acquisition of WCT for achieving operational milestones related to the opening of future data centers. The compensation and number of shares issued was based on the estimated fair value of services to be provided divided by the closing price of our common stock on the date of acquisition and recorded when the milestones were achieved during October 2024.

Income taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the consolidated financial statements carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

We recognize the effect of income tax positions only if those positions are more likely than not of being sustained. Income tax amounts are therefore recognized for all situations where the likelihood of realization is greater than 50%. Changes in recognition or measurement are reflected in income tax expense in the period in which the change in judgment occurs. Accrued interest expense and penalties related to uncertain tax positions are recorded in Income Tax Expense/(Benefit). See Note 9 - Income Taxes.

Leases

We lease office and data center space in various locations. We determine whether a contract contains a lease at contract inception. We have lease agreements with lease and non-lease components and have elected to account for such components as a single lease component.

We initially recognize and measure contracts containing a lease and determine lease classification at commencement. Right-of-use (ROU) assets and operating lease liabilities are measured based on the estimated present value of lease payment over the lease term. In determining the present value of lease payments, we use our estimated incremental borrowing rate when the rate implicit in the lease cannot be readily determined. The estimated incremental borrowing rate is based upon information available at lease commencement. The lease term includes periods covered by options to extend when it is reasonably certain that options as well as periods subsequent to an option to terminate the lease if it is reasonably certain we will not exercise the termination option.

Operating lease costs are recognized on a straight-line basis over the lease term. Variable lease costs, such as management fees, insurance, and common area maintenance, are not included in the measurement of ROU assets and lease liabilities and are expensed as incurred. We elected the practical expedient to not separate lease and non-lease components for our leases. On our balance sheets, assets and liabilities associated with operating leases are included within right-of-use assets, net, current portion of operating lease liabilities and long-term operating lease liabilities.

Investments

Investments in equity securities are classified by individual security as available-for-sale or equity securities. Our equity securities consist primarily of equity exchange traded funds that invest in digital assets. We had equity securities of \$722,069.1 and \$0.0 as of December 31, 2025 and 2024, respectively, that are carried on our balance sheet at fair value. Unrealized gains and losses associated with equity securities are reflected in the consolidated statement of operations. As of December 31, 2025, \$348,880.0 and \$566,700.1 of our equity securities served as collateral to convertible notes (Note 12) and served as collateral on our unexpired call options, respectively. The unexpired call options expire in February 2026, have a fair value of \$13,916.4 as of December 31, 2025, and are recorded within accounts payable and accrued liabilities on our consolidated balance sheet. In January 2026, we rolled the call options on our equity securities which increased the strike price and extended the expiration to May 2026.

We did not have any investments classified as available-for-sale as of December 31, 2025.

Options

We manage our exposure to bitcoin price fluctuation through derivative instruments on bitcoin and bitcoin related securities, as part of our digital asset treasury strategy. In order to manage this risk, we sell covered put and covered call options, purchase call and put options, use a synthetic long strategy that uses a combination of a purchased call option and a sold put option which provides us exposure to increases in bitcoin prices while limiting downside risk should the price decrease, or use a collar strategy that uses a combination of a purchased put option and a sold call option which provides us protection from downside risk.

Written covered put and call options on bitcoin related securities generate premium income and allow us to purchase bitcoin related securities at lower effective prices. The put options are covered by cash collateral to cover potential purchases and the call options are covered by our ownership in the underlying security. In exchange for this commitment, we receive premiums immediately paid in cash. The difference between the premium received and the amount paid while affecting a closing purchase transaction, including brokerage commissions, is also treated as a realized investment gain or loss. This premium acts as income, increasing our investment yield. If the written option expires worthless, we keep the full premium as profit with no obligation to purchase. If a put option is exercised, we buy the security at the strike price using the cash collateral, and the premium received reduces the effective cost basis, allowing us to acquire the securities at a discount compared to direct market purchases. If a written call option is exercised, we sell the security at the strike price using our existing holdings of the security, and the premium received reduces any loss or increases any gain we may incur.

The writer of an option bears the market risk of an unfavorable change in the price of the underlying security. The aggregate fair value of unexpired options written are included in accounts payable and accrued expenses in the consolidated balance sheets. Cash held as collateral for written options is classified as restricted cash on the consolidated balance sheet. Securities held as collateral for outstanding call options are presented within equity securities on the consolidated balance sheet. As of December 31, 2025, we had \$951.6 of restricted cash covering our unexpired put options, and \$566,700.1 of equity securities and \$350,600.8 of digital assets restricted to cover unexpired call options.

We record these derivative instruments on our consolidated balance sheets at fair value and typically do not offset derivative assets and liabilities. Premiums and amounts received or paid upon settlement of derivative instruments are recorded in realized investment income or losses. Cash flows from derivative financial instruments and the related gains and losses are classified as cash flows from operating activities on the consolidated statements of cash flows. The changes in the fair values of these option contracts are immediately recognized as investment income or loss in our consolidated statements of operations.

Digital Assets

We account for our digital assets, which are comprised of bitcoin and Cronos, as indefinite-lived intangible assets in accordance with ASC 350, *Intangibles—Goodwill and Other*. We have ownership of and control over our digital assets and use third-party custodial services at multiple locations that are geographically dispersed to store our bitcoin. Our digital assets are initially recorded at weighted-average cost, including capitalized transaction costs or fees, and subsequently, remeasured at fair value based on the exchange quoted price throughout the reporting period, with changes in fair value recognized on the consolidated statement of operations.

Digital Assets Pledged

Digital assets pledged represents digital assets which we have pledged as collateral for derivative hedges with a cryptocurrency market maker ("counterparty"). The counterparty has the right to sell, transfer or rehypothecate the pledged digital assets posted as collateral for the duration of the hedge contract. Digital assets pledged is accounted for as a receivable which is carried at fair value. Realized and unrealized gains and losses are reflected in Realized and unrealized loss, net, on digital assets and digital assets pledged on the consolidated statements of operations.

Derivatives

We evaluate our financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives in accordance with ASC Topic 815, "Derivatives and Hedging". Derivative instruments are initially recorded at fair value on the grant date and re-valued at each reporting date, with changes in the fair value reported in the statements of operations. Derivative assets and liabilities are classified in the balance sheets as current or non-current based on whether or not net-cash settlement or conversion of the instrument could be required within 12 months of the balance sheet date. We accounted for the warrants and earnout in accordance with the guidance contained in ASC 815-40. We have determined that the warrants qualify for equity treatment in our consolidated financial statements.

Business combinations

We include the results of operations of acquired businesses as of the respective acquisition dates. Purchase price is allocated to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values, with the excess recorded as goodwill. If applicable, we estimate the fair value of contingent consideration payments in determining the purchase price. Measurement period adjustments to provisional purchase price allocations are recognized in the period in which they are determined, with the effect on earnings of changes in depreciation, amortization or other income resulting from such changes calculated as if the accounting had been completed at the acquisition date. Contingent consideration is adjusted to fair value in subsequent periods as an increase or decrease in general and administration expenses. Acquisition-related costs are expensed as incurred.

Commitments and contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. We have no liabilities recorded for loss contingencies.

Concentrations of risks

Our financial instruments exposed to concentrations of credit risk consist primarily of cash and cash equivalents and short-term investments. Although we deposit cash and cash equivalents with multiple banks, these deposits may exceed the amount of Federal Deposit Insurance Corporation limits provided on such deposits.

Digital assets, digital assets pledged, and equity securities represent a significant holding, constituted approximately 68.5% of our total assets as of December 31, 2025.

One advertising platform accounted for 79.6%, 94.0% and 88.5% of our total revenue for the years ended December 31, 2025, 2024 and 2023, respectively.

In order to reduce the risk of downtime of the products we provide, we have established data centers in various geographic regions. We have internal procedures to restore products in the event of a service disruption or disaster at any of our data center facilities. We serve our customers and users from data center facilities operated either by us or third parties. Even with these procedures for disaster recovery in place, the availability of our products could be significantly interrupted during the implementation of restoration procedures.

Recently adopted accounting standards

In December 2023, the FASB issued Accounting Standards Update, or ASU, 2023-08, *Intangibles-Goodwill and Other-Crypto Assets* (Subtopic 350-60): Accounting for and Disclosure of Crypto Assets ("ASU 2023-08"). ASU 2023-08 requires digital assets to be measured at fair value as of the end of each reporting period in the balance sheet, with gains and losses from changes in fair value of the digital assets recognized in net income for each reporting period. We determine the fair value of bitcoin and Cronos in accordance with ASC 820, *Fair Value Measurement*, based on quoted (unadjusted) prices on its principal market. This update also requires certain interim and annual disclosures for digital assets within the scope of the standard. We adopted this standard on January 1, 2025. The adoption of this standard had a material impact on the presentation of our consolidated financial statements, due to our addition of digital assets to our balance sheet.

In December 2023, the FASB issued ASU, 2023-09 *Income Taxes* (Topic 740): Improvements to Income Tax Disclosures. ASU 2023-09 requires additional disaggregated disclosures on an entity's effective tax rate reconciliation and additional details on income taxes paid. ASU 2023-09 is effective on a prospective basis, with the option for retrospective application, for annual periods beginning after December 15, 2024. We adopted this standard on January 1, 2025 on a prospective basis. The adoption of ASU 2023-09 affected only our disclosures in the financial statements. See Note 9.

Recently issued accounting standards

In November 2024, the FASB issued ASU 2024-03, *Income Statement* (Subtopic 220-40): Disaggregation of Income Statement Expenses. ASU 2024-03 is effective prospectively to financial statements issued for reporting period after the effective date or retrospectively to any or all prior periods presented in the financial statements, for annual periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. Adoption of this guidance will result in additional disclosures within our consolidated results of operations.

In November 2024, the FASB issued ASU 2024-04, *Debt* (Subtopic 470-20): Debt with Conversion and Other Options. ASU 2024-04 clarifies the assessment of whether a transaction should be accounted for as an induced conversion or extinguishment of convertible debt when changes are made to conversion features as part of an offer to settle the instrument. ASU 2024-04 is effective for reporting periods beginning after December 15, 2025, and interim periods within those annual reporting periods. Early adoption is permitted for entities that have adopted ASU 2020-06. We do not expect the adoption of ASU 2024-04 to have a material impact on our consolidated financial statements.

In May 2025, the FASB issued ASU 2025-03, *Business Combinations (Topic 805) and Consolidation (Topic 810): Determining the Accounting Acquirer in the Acquisition of a Variable Interest Entity*. ASU 2025-03 revises current guidance for determining the accounting acquirer for a transaction effected primarily by exchanging equity interests in which the legal acquiree is a variable interest entity that meets the definition of a business. The amendments require that an entity consider the same factors that are currently required for determining which entity is the accounting acquirer in other acquisition transactions. The ASU is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within those annual reporting periods. We plan to adopt ASU 2025-03 for our fiscal year beginning January 1, 2026. We do not expect this ASU to have a material impact on our consolidated financial statements and disclosures.

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurements of Credit Losses for Accounts Receivable and Contract Assets*. The amendments in this update provide a practical expedient related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under ASC 606. Under ASU 2025-05, an entity is required to disclose whether it has elected to use the practical expedient. An entity that makes the accounting policy election is required to disclose the date through which subsequent cash collections are evaluated. ASU 2025-05 is effective for us beginning in the fiscal year ending December 31, 2026. We are currently evaluating the impacts of the adoption of ASU 2025-05 on our consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, *Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. ASU 2025-06 modernizes the outdated guidance for accounting for software costs by aligning the accounting with how software is developed today. This ASU is effective for annual and interim periods beginning after December 15, 2027. Early adoption is permitted. The amendments in this ASU should be applied either prospectively, retrospectively, or utilizing a modified transaction approach. We are currently evaluating the impact of ASU 2025-06 on our consolidated financial statements and related disclosures.

NOTE 3 - RECAPITALIZATION

As discussed in Note 1, following the Closing of the Initial Business Combination, TMTG was deemed the accounting acquirer and the transaction was accounted for as a reverse recapitalization.

Transaction Proceeds

Upon the Closing, we received gross proceeds of \$233,017.5. The following table reconciles the elements of the Initial Business Combination to the Consolidated statements of cash flows and the Consolidated statements of changes in stockholders' equity (deficit) for the year ended December 31, 2024:

Cash-trust and cash, net of redemptions	\$	233,017.5
Add: other assets	\$	-
Less: accrued expenses	\$	(3,292.9)
Less: notes payable	\$	(10,103.0)
Reverse recapitalization, net	\$	<u>219,621.6</u>

In connection with the Merger, TMTG incurred \$1,640.2 in one-time direct and incremental transaction costs, consisting of legal and other professional fees, recorded in general and administration expenses. TMTG also issued \$6,130.0 of bonus payments to our employees and a director of Private TMTG that were triggered by the Merger. We recorded \$5,530.0 and \$600.0 in general and administration expense and sales and marketing expense, respectively, for the year ended December 31, 2024. TMTG deems these to be non-recurring expenses that are not direct and incremental to the Merger.

The number of shares of common stock issued immediately following the consummation of the Initial Business Combination were:

Digital World common stock, outstanding prior to the Initial Business Combination	39,636,904
Shares issued to Digital World convertible noteholders, converted immediately prior to Initial Business Combination	1,709,145
Predecessor TMTG Shares	87,500,000
Shares issued to former TMTG convertible noteholders (1)	7,854,534
Common stock immediately after the Initial Business Combination (2)	136,700,583

- (1) Notes converted into Private TMTG shares immediately prior to consummation of the Initial Business Combination.
- (2) Excludes 1,024,517 additional shares issued to former Digital World Class B shareholders in connection with a court order in September 2024.

The number of Predecessor TMTG shares was determined as follows:

	Predecessor TMTG Shares	Shares issued to shareholders of Predecessor TMTG
Common stock	100,000,000	87,500,000
	100,000,000	87,500,000

Public and private placement warrants

In connection with Digital World's initial public offering in 2021, 14,374,976 public warrants were issued (the "Public Warrants") and 566,742 warrants were issued in a private placement (the "Private Placement Warrants"; and the Private Placement Warrants together with the Public Warrants, collectively the "Warrants") all of which warrants remained outstanding and became warrants for the Common Stock in the Company.

Additionally, pursuant to warrant subscription agreements (each a "Warrant Subscription Agreement") entered into by and between Digital World and certain institutional investors on February 7, 2024, Digital World agreed to issue an aggregate of 3,424,510 warrants ("Convertible Note Post IPO Warrants and "Post-IPO Warrants"), each warrant entitling the holder thereof to purchase one share of the Company's Class A common stock for \$11.50 per share. The Convertible Note Post IPO Warrants and Post-IPO Warrants were issued concurrently with the closing of the Initial Business Combination, and have substantially the same terms as the public warrants issued by Digital World in connection with its initial public offering, except that such Post-IPO Warrants may only be transferred to the applicable holder's affiliates.

TMTG Earnout Shares

As noted in Note 1, in connection with the Merger, TMTG shareholders were entitled to up to 40,000,000 shares if certain post-merger per share market prices were achieved.

We utilized a Monte Carlo simulation analysis to determine the fair value of the Earnout Shares at the date of the merger, which included the following assumptions:

The Monte Carlo simulation conclusion for each tranche of the Earnout Shares was the result of the average of 1,000,000 trial outcomes. Within each trial of the simulation:

1. The stock price was simulated for the defined term (1.5 years, 2 years, and 3 years) after the Merger date.
2. The vest date was determined as the date the stock price achieved the different stock price thresholds, which were \$12.50, \$15.00, and \$17.50.
3. The payoff was calculated as the number of shares issued per tranche (15 million, 15 million, and 10 million) multiplied by the simulated stock price at the vest date, which varied with each simulation.
4. The payoff was discounted to the present value using the interpolated risk-free rate ranging from 4.31% to 4.70%.

Volatility was calculated as the annualized standard deviation of daily returns from a set of Guideline Public Companies (GPC) over the expected term for each tranche. The 75th percentile of GPC volatilities was selected given our early stage life cycle relative to the GPC set. The accounting for the Earnout Shares was first evaluated under ASC 718 to determine if the arrangement represents a share-based payment arrangement. Because there were no service conditions nor any requirement of the participants to provide goods or services, we determined that the Earnout Shares were not within the scope of ASC 718.

Next, we determined that the Earnout Shares represent a freestanding equity-linked financial instrument to be evaluated under ASC 480 and ASC 815-40. Based upon the analysis, we concluded that the Earnout Shares should not be classified as a liability under ASC 480.

We next considered the equity classification conditions in ASC 815-40-25 and concluded that all of the conditions were met. Therefore, the Earnout Share arrangement was appropriately classified in equity.

As the merger has been accounted for as a reverse recapitalization, the fair value of the Earnout Shares arrangement has been accounted for as an equity transaction as of the closing date of the merger.

On April 26, 2024, the Earnout Shares had been earned and such shares were issued.

NOTE 4 - FAIR VALUE MEASUREMENT

Fair value is defined as an exit price, representing the amount that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants. We use a three-tier fair value hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value:

Level 1. Quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2. Significant other inputs that are directly or indirectly observable in the marketplace.

Level 3. Significant unobservable inputs which are supported by little or no market activity.

The categorization of an asset or liability within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The valuation techniques used by us when measuring fair value maximize the use of observable inputs and minimize the use of unobservable inputs.

	As of December 31, 2025		
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Assets			
Money market funds(1)	\$ 101,800.4	\$ -	\$ -
Repurchase agreements	-	305,053.3	-
Exchange traded funds(2)	714,082.4	-	-
Purchased option assets(2)	7,986.7	-	-
Convertible note receivable	-	-	149,420.4
Digital assets	904,370.6	-	-
Digital assets pledged	-	175,300.4	-
Total assets measured at fair value	<u>\$ 1,728,240.1</u>	<u>\$ 480,353.7</u>	<u>\$ 149,420.4</u>
Liabilities			
Options premium liabilities(3)	\$ 21,433.9	\$ -	\$ -
Convertible notes	-	-	945,197.0
Total liabilities measured at fair value	<u>\$ 21,433.9</u>	<u>\$ -</u>	<u>\$ 945,197.0</u>

	As of December 31, 2024		
	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Money market funds ⁽¹⁾	\$ 160,084.0	\$ -	\$ -
Repurchase agreements	-	606,547.3	-
Total assets measured at fair value	\$ 160,084.0	\$ 606,547.3	\$ -

(1) Money market funds are reflected in cash, cash equivalents, and restricted cash in the consolidated balance sheets.

(2) Reflected in equity securities in the consolidated balance sheets.

(3) Reflected in accounts payable and accrued expenses in the consolidated balance sheets.

The fair value of our money market funds, repurchase agreements, equity securities, digital assets, option assets, and option premium liabilities are classified within Level 1, because we use quoted market prices to determine their fair value. Exchange traded funds are valued based on the last trade price on the primary exchange on which they are traded, and options are valued based on the mean of the last bid and ask price. Digital assets are valued using the quoted (unadjusted) closing price of bitcoin and Cronos in U.S. dollars on the active exchange that we have determined is its principal market at 4:00 PM Eastern on December 31, 2025. We have not realized any material losses related to these securities.

We also estimate the fair value of cash and cash equivalents, restricted cash, accounts receivable, accounts payable and accrued expenses, and accrued compensation and employee benefits. The Company considers the carrying value of these instruments in the Consolidated Financial Statements to approximate fair value due to their short maturities.

NOTE 5 – DIGITAL ASSETS

Our digital asset holdings as of December 31, 2025 and 2024 consist of the following:

	Units	As of December 31, 2025		Units	As of December 31, 2024	
		Cost Basis	Fair Value		Cost Basis	Fair Value
Bitcoin	9,542.16	\$ 1,131,024.3	\$ 836,371.8	-	-	-
Cronos	756,079,523.00	113,949.3	67,998.8	-	-	-
		\$ 1,244,973.6	\$ 904,370.6	-	-	-

The following table presents a reconciliation of our digital asset holdings:

	Bitcoin	Cronos
Balance at December 31, 2024	\$ -	\$ -
Purchases of digital assets	1,386,000.0	96,894.2
Exchange of digital assets	(17,055.1)	17,055.1
Derecognition of digital assets	(174,828.6)	-
Loss from derecognition	(63,092.1)	-
Unrealized loss on digital assets ⁽¹⁾	(294,652.4)	(45,950.5)
Balance at December 31, 2025	\$ 836,371.8	\$ 67,998.8

(1) Excludes unrealized gain on digital assets pledged of \$472.4 for the year ended December 31, 2025.

As of December 31, 2025, we had 4,260.73 bitcoin with a fair value of \$373,453.7 serving as collateral to convertible notes (Note 11). We are restricted from distributing or withdrawing this bitcoin subject to meeting certain Loan-to-Collateral Ratio requirements, with restrictions lifted no later than maturity of the convertible notes on May 29, 2028.

We entered into collar hedges on 4,000.00 bitcoin with a counterparty during the year ended December 31, 2025, to hedge our exposure to bitcoin's volatility. To obtain the most favorable economics of these hedges, the counterparty required us to post 2,000.00 bitcoin as collateral that the counterparty can rehypothecate at their sole discretion, resulting in our derecognition of these digital assets. As of December 31, 2025, the fair value of the bitcoin restricted by hedges was \$350,600.8, and the written call options from the collar hedges would have originally expired in March 2026. In January 2026, we rolled the call options with the counterparty which increased the strike price and extended the expiration to June 2026. The fair value of the liability on the call option on bitcoin hedged was \$7,517.4 as of December 31, 2025, and is recorded with in accounts payable and accrued liabilities on our consolidated balance sheet.

The digital assets pledged had a fair value of \$175,300.4 and were held in a wallet we hold legal title to as of December 31, 2025. We did not record an expected credit loss related to the digital assets pledged.

We are also restricted from selling 684,427,004.00 Cronos with a fair value of \$61,554.6 pursuant to a Purchase Agreement. Beginning February 26, 2026, we may sell up to 10% of our Cronos over the following six-months. With subsequent sales windows of the ensuing three-years allowing for the sale of between 15% and 25% of our restricted Cronos holdings each window. On February 26, 2029, all sales restrictions on our restricted Cronos will lapse.

NOTE 6 – GOODWILL AND INTANGIBLE ASSETS

The following table summarizes changes in our goodwill balance by segment:

	<u>Media</u>	<u>Truth.Fi</u>	<u>Total</u>
Balance at December 31, 2023	\$ -	\$ -	\$ -
Goodwill related to WorldConnect Technologies, LLC acquisition	120,884.2	-	120,884.2
Balance at December 31, 2024	<u>\$ 120,884.2</u>	<u>\$ -</u>	<u>\$ 120,884.2</u>
Balance at December 31, 2025	<u>\$ 120,884.2</u>	<u>\$ -</u>	<u>\$ 120,884.2</u>

Finite-lived intangible assets, net, are summarized as follows:

	<u>December 31, 2025</u>		
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>
Finite-lived intangible asset			
Source code and technology	\$ 24,500.0	\$ (6,902.0)	\$ 17,598.0
Exclusivity rights	3,100.0	(868.4)	2,231.6
Intangible assets, net	<u>\$ 27,600.0</u>	<u>\$ (7,770.4)</u>	<u>\$ 19,829.6</u>
	<u>December 31, 2024</u>		
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Carrying Amount</u>
Finite-lived intangible asset			
Source code and technology	\$ 24,500.0	\$ (1,991.2)	\$ 22,508.8
Exclusivity rights	3,100.0	(245.7)	2,854.3
Intangible assets, net	<u>\$ 27,600.0</u>	<u>\$ (2,236.9)</u>	<u>\$ 25,363.1</u>

Amortization expense was \$5,533.5, \$2,236.9, and \$0.0 for the years ended December 31, 2025, 2024, and 2023, respectively. As of December 31, 2025, the weighted-average remaining amortization period for amortizable intangible assets was 3.59 years.

Based on the balance of finite-lived intangible assets at December 31, 2025, expected future amortization expense is as follows:

Year Ending December 31:	
2026	\$ 5,529.9
2027	5,533.5
2028	5,548.7
2029	3,217.5
	<u>\$ 19,829.6</u>

NOTE 7 – ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses consisted of the following:

	December 31, 2025	December 31, 2024
Accounts payable	\$ 3,848.0	\$ 1,483.3
Other accrued expenses	6,904.0	7,443.4
Income tax payable	0.2	732.6
Franchise tax payable	108.2	508.2
Option premium liabilities	21,433.9	-
Accounts payable and accrued expenses	<u>\$ 32,294.3</u>	<u>\$ 10,167.5</u>

NOTE 8 - LEASES

During the years ended December 31, 2025 and 2024, we recognized additional ROU assets and lease liabilities of \$0.0 and \$3,481.7, respectively. We elected not to recognize ROU assets and lease liabilities arising from short-term office leases with initial terms of twelve months or less on the consolidated balance sheets.

When measuring lease liabilities for leases that were classified as operating leases, we discounted lease payments using our estimated incremental borrowing rate. The weighted average incremental borrowing rate applied was 7.86%. As of December 31, 2025, our leases had a remaining weighted average term of 2.71 years.

Our corporate headquarters is currently leased through a sublease agreement which expires on February 28, 2026. In November 2025, we entered into a lease agreement with the prime lessor of our corporate headquarters for a term from March 1, 2026, through March 31, 2029. We have not recognized the ROU asset and lease liability associated with this lease as we do not have the right to use the leased premise under the prime lease until March 1, 2026. Annual base rent on the prime lease begins at \$226.3 with 3.0% annual increases.

Operating leases are included in the consolidated balance sheets as follows:

	Classification	December 31, 2025	December 31, 2024
Lease assets			
Operating lease cost ROU assets, net	Assets	\$ 2,505.3	\$ 3,416.1
Total lease assets		<u>\$ 2,505.3</u>	<u>\$ 3,416.1</u>
Lease liabilities			
Operating lease liabilities, current	Current liabilities	\$ 836.2	\$ 1,080.8
Operating lease liabilities, non-current	Liabilities	1,723.5	2,559.7
Total lease liabilities		<u>\$ 2,559.7</u>	<u>\$ 3,640.5</u>

The components of lease costs, which are included in loss from operations in our consolidated statements of operations were as follows:

(in thousands)	Year Ended		
	December 31, 2025	December 31, 2024	December 31, 2023
Lease costs			
Operating lease costs	\$ 1,152.6	\$ 537.8	\$ 179.5
Variable lease costs	150.1	170.8	108.1
Short term lease costs	34.1	33.3	44.0
Total lease costs	<u>\$ 1,336.8</u>	<u>\$ 741.9</u>	<u>\$ 331.6</u>

Future minimum payments under non-cancellable leases for operating leases for the remaining terms of the leases following the year ended December 31, 2025, are as follows:

(in thousands)	
2026	\$ 1,009.6
2027	1,005.1
2028	770.9
2029	87.9
Total future minimum lease payments	2,873.5
Amount representing interest	(313.8)
Present value of net future minimum lease payments	<u>\$ 2,559.7</u>

NOTE 9 - INCOME TAXES

The following table presents a reconciliation of the applicable U.S. federal income tax rate to the effective rate subsequent to the adoption of ASU 2023-09, based on the U.S. Federal statutory income tax rate of 21%:

(in thousands, except rates)	Year Ended December 31, 2025	
	Amount	Percent
U.S. Statutory federal tax rate	\$ (149,473.8)	(21.0%)
State and local income tax		
State tax net of federal benefit		
Florida	(24,006.8)	(3.4)
Other	(5,704.9)	(0.8)
Change in valuation allowance	29,792.3	4.2
Permanent items		
Non-deductible expenses	6,457.2	0.9
Change in valuation allowance	143,496.1	20.1
Income tax expense and effective tax rate	<u>\$ 560.1</u>	<u>-</u>

A reconciliation of the expected tax provision at the statutory federal income tax rate to our recorded tax provision consisted of the following, prior to the adoption of ASU 2023-09:

(in thousands)	Years Ended December 31,	
	2024	2023
U.S. Statutory federal tax rate	\$ (84,181.6)	\$ (12,219.7)
State and local income tax		
State tax net of federal benefit		
Florida	-	-
Other	-	-
Change in valuation allowance	-	-
Permanent items		
Other		
Non-deductible expenses	64,199.3	335.7
Change in valuation allowance	19,982.3	11,885.1
Income tax expense and effective tax rate	<u>\$ -</u>	<u>\$ 1.1</u>

The tax effects of temporary differences that give rise to deferred tax assets and deferred tax liabilities as of December 31, 2025 and 2024 are as follows:

(in thousands)	December 31, 2025	December 31, 2024
Deferred tax assets		
Research, development and capital raising costs	\$ 2,681.6	\$ 3,138.7
Right of Use Assets and Liabilities	57.1	45.3
Net operating loss (NOL)	60,124.1	31,456.6
Unrealized loss on equity securities	43,862.4	-
Unrealized on digital assets	98,916.5	-
Stock-based compensation expense	2,744.2	-
Intangible assets	1,266.7	-
Convertible debenture and other debt	28.2	-
Unearned revenues	7.3	-
Total deferred tax assets	<u>209,688.1</u>	<u>34,640.6</u>
Deferred tax liabilities		
Property and equipment	(494.4)	(579.6)
Intangible Assets	(2,800.7)	(396.4)
Total deferred tax liabilities	<u>(3,295.1)</u>	<u>(976.0)</u>
Net deferred tax assets	206,393.0	33,664.6
Valuation allowance	(206,953.1)	(33,664.6)
Net deferred tax, net of valuation allowance	<u>\$ (560.1)</u>	<u>\$ -</u>



The estimated annual effective tax rate applied to the twelve months ended December 31, 2025, is (0.37%) which differs from the US federal statutory rate of 21% principally due to the projection of U.S. net operating loss for the fiscal 2025 with full application of a valuation allowance and the change in the net deferred tax liability remaining after application of the valuation allowance ("naked credit" or "hanging credit"). As of December 31, 2025, TMTG had US Federal and state net operating loss carryforwards ("NOLs") with a tax benefit of \$60,124.0 (December 31, 2024: \$31,456.6). NOLs are available for use indefinitely.

NOTE 10 – RELATED PARTY TRANSACTIONS

Administrative Services Arrangement

An affiliate of the Digital World sponsor ARC agreed, commencing from the date when Digital World's Registration Statement was declared effective through the earlier of Digital World's consummation of the Initial Business Combination and its liquidation, to make available to the Digital World certain general and administrative services, including office space, utilities and administrative services, as Digital World required from time to time. Digital World agreed to pay the affiliate of the Sponsor \$ 15.0 per month for these services. The agreement with the Sponsor was terminated on April 5, 2023, \$221.0 was unpaid as of December 31, 2025.

Advances

During 2022, and the year ended December 31, 2023, the Digital World Sponsor paid, on behalf of Digital World, \$470.8 to a vendor for costs incurred by Digital World and \$41.0 directly to Digital World. As of December 31, 2025, our obligation to the Sponsor for such payments was outstanding in the amount of \$41.0.

Consulting Services Agreements

Effective June 13, 2022, Private TMTG entered into a Consulting Services Agreement with Trishul, LLC ("Trishul"). Pursuant to such agreement and subsequent performance by the parties thereto, Trishul provided consulting services to Private TMTG until the consulting relationship was terminated by Private TMTG effective March 25, 2024, upon the Closing of the Initial Business Combination. During the year ended December 31, 2024 and 2023, TMTG paid \$38.3 and \$131.7, respectively, to Trishul. As of December 31, 2024, TMTG had no outstanding payable to Trishul. Trishul is owned by Kashyap "Kash" Patel, a director of TMTG since March 25, 2024, and previously a director of Private TMTG from March 11, 2022, until March 26, 2024.

In August 2021, Private TMTG entered into a Consulting Services Agreement with Hudson Digital, LLC ("Hudson Digital"). Pursuant to the agreement, which as amended expired December 31, 2024, Hudson Digital provided consulting services to TMTG. Hudson Digital also received a TMTG Executive Promissory Note in the principal amount of \$4,000.0, which converted into common shares immediately before the Closing (along with all other Private TMTG Convertible Notes), and a \$600.0 retention bonus following the Closing. During the year ended December 31, 2024 and 2023, we paid \$840.0 and \$240.0, respectively, to Hudson Digital. As of December 31, 2024, TMTG had no outstanding payable balance to Hudson Digital. Hudson Digital is owned by Daniel Scavino, who served as a director of Private TMTG from February 16, 2023, until March 25, 2024. Mr. Scavino has not served as an officer or director of TMTG.

Placement Agent Fee

We paid a placement agent fee to Yorkville Securities, LLC ("Yorkville Securities"), an entity under common ownership with our consolidated VIE, Yorkville America, in the amount of \$71,899.4 for acting as the Placement Agent to our Equity PIPE Subscription Agreement and Convertible Senior Secured Notes Subscription Agreement which closed on May 29, 2025. Of the consideration paid, \$41,328.4 was netted against proceeds due from Yorkville Securities for the purchase of shares of our common stock and \$30,571.0 was paid in cash. As of December 31, 2025, we did not have any amount payable due to Yorkville Securities.

In connection with the Equity PIPE Subscription Agreement, Yorkville Advisors Global LP, an affiliate of Yorkville America, purchased shares of our common stock for aggregate proceeds equal to \$208,671.6.

M&A Advisory Fee

We entered into an Agreement with Yorkville Securities to serve as M&A Advisor in connection with the pending merger with TAE Technologies, Inc. in December 2025. In exchange for the M&A advisory services provided by Yorkville Securities we agreed to pay Yorkville Securities a fee equal to 6,000,000 shares of our common stock in the event (a) a Transaction is consummated prior to the termination of the Engagement Period or within twelve (12) months following the termination of the Engagement Period or (b) the Company, prior to the termination of the Engagement Period or within twelve (12) months following the termination of the Engagement Period, enters into an agreement with respect to a potential Transaction and such Transaction is subsequently consummated. As of December 31, 2025, an event which requiring payment of the fee has not been triggered.

Yorkville America Transaction

Yorkville America serves as the Registered Investment Advisor for investment vehicles and financial products that utilize our Truth.Fi and certain Truth Social intellectual property, where we are the primary beneficiary. We paid certain compensation, professional fees, and expense reimbursement totaling \$ 229.1 for the year ended December 31, 2025, to affiliates of Yorkville America related to the management of our VIE.

NOTE 11 – LONG-TERM DEBT

Convertible Notes

On May 29, 2025, we entered into an Indenture, providing \$1,000,000.0 in 0.00% convertible senior secured notes due on May 29, 2028 (the "Notes"), unless earlier repurchased or converted. The Notes carry a 4.00% original issuance discount. Each Note holder has the right at its option, to require us to repurchase its Notes for cash on November 30, 2026, at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest, subject to the terms and conditions in the Indenture.

Each holder of the Notes may at their option convert such holder's Notes into shares of our common stock at a conversion rate of 28.8 shares per \$1.0 of Notes. We retain the right to force conversion if, at any time after November 29, 2025, the last reported sale price of our common stock exceeds 130% of the conversion rate for any 20 consecutive trading days during a 30-day trading period. In addition, if certain corporate events that constitute a "Make-Whole Fundamental Change" occur, then the conversion rate will, in certain circumstances, be increased for a specified period of time.

Within 45 days of closing, we were required to have a Loan-to-Collateral Ratio of less than or equal to 1.0 to 1.0, with the Loan-to-Collateral Ratio calculated as the aggregate outstanding principal balance of all Notes divided by the sum of (i) the aggregate market value of bitcoin collateral multiplied by 0.5263157895, plus (ii) the aggregate value of all of cash and cash equivalents collateral. Required collateral of \$1,000,000.0 was delivered to the Collateral Agent within 45 days of closing. We have utilized this cash delivered to the Collateral Agent to purchase bitcoin and bitcoin related assets to serve as collateral in order to meet our Loan-to-Collateral Ratio. As of December 31, 2025, we have \$30,378.9 of restricted cash, \$348,880.8 of equity securities, and \$373,453.7 of bitcoin serving as collateral.

Portions of the collateral will be released when the outstanding aggregate principal balance of all Notes is at \$500,000.0 or less, and an additional portion will be released when the outstanding aggregate principal of all Notes is \$250,000.0 or less. Collateral will be automatically released upon payment in full of the principal, together with accrued and unpaid interest on the Notes. We are also subject to other customary covenants under the terms of the Indenture.

During 2025, we repurchased \$16,495.5 of notional amount of the Notes at a discount. Under the terms of the Indenture, repurchased notes remain outstanding obligations unless and until the time we deliver repurchased Notes to the Trustee for cancellation. Because the Indenture provides that cancellation occurs only upon delivery of the Notes to the Trustee, we are not legally released from our obligations upon repurchase. Accordingly, the repurchased Notes continue to exist as outstanding obligations under the Indenture. We retain the right under the indenture to reissue such Notes in the future, because the Notes were not cancelled.

The repurchased Notes are presented as a reduction to convertible notes on our balance sheet as of December 31, 2025. The difference between the repurchase price and the carrying amount of the repurchased Notes was recorded as an adjustment to the unamortized debt discount. This adjustment will be amortized as a component of interest expense over the remaining term of the Notes.

For the year ended December 31, 2025, we accreted \$26,742.0 of interest expense on the Notes. The effective interest rate of the Notes is 4.80% per annum. The estimated fair value of the Notes as of December 31, 2025 was \$945,197.0, and is based on unobservable inputs in which there is little or no market data and therefore is classified as a Level 3 fair value measurement.

Term Loan

We assumed a loan from our business combination with WorldConnect Technologies, LLC. As of December 31, 2025 and 2024, the term loan had a carrying amount of \$5,223.1 and \$9,616.7, respectively, with \$4,780.5 and \$4,780.5 of the term loan due within 12 months of December 31, 2025 and 2024, respectively. For the years ended December 31, 2025 and 2024, we accreted interest expense of \$386.9 and \$303.5, related to the term loan.

The term loan carries an effective interest rate of 7.72% per annum.

Future minimum payments of the long-term debt as of December 31, 2025 are as follows:

Year Ending December 31:	
2026	\$ 988,504.5
2027	500.0
Total future minimum payments	989,004.5
Less: unamortized original issue discount and debt issuance costs	(41,887.5)
	947,117.0
Less: current	(946,674.4)
	<u>\$ 442.6</u>

NOTE 12 – LOSS PER SHARE

Basic loss per share is calculated by dividing net loss by the weighted average number of shares of stock outstanding during the period. We computed diluted earnings per share of common stock based on the weighted average number of shares of stock outstanding plus potentially dilutive shares of stock outstanding during the period. Potentially dilutive shares of stock from employee incentive plans are determined by applying the treasury stock method to the assumed vesting of outstanding RSUs, convertible notes and warrants. There were no dilutive potential common shares for the years ended December 31, 2025, 2024, and 2023 because we reported a net loss and the potential dilutive shares would be anti-dilutive.

Total common stock equivalents excluded from dilutive loss per share are as follows:

	<u>December 31, 2025</u>	<u>December 31, 2024</u>	<u>December 31, 2023</u>
Convertible notes	28,324,940	-	-
Warrants	11,019,418	11,045,545	-
RSUs	3,164,030	1,821,015	-
Total common stock equivalents excluded from dilutive income/loss per share	<u>42,508,388</u>	<u>12,866,560</u>	<u>-</u>

NOTE 13 – STOCKHOLDERS' EQUITY

Certificate of Incorporation

Our restated certificate of incorporation authorized the issuance of up to 1,000,000,000 shares of our capital stock, each with a par value of \$0.0001 per share, consisting of (a) 999,000,000 shares of common stock and (b) 1,000,000 shares of preferred stock.

PIPE

On May 29, 2025, we executed subscription agreements (the "Equity PIPE Subscription Agreements") with accredited investors (the "Equity PIPE Subscribers") pursuant to which we sold an aggregate of 55,857,181 shares of our common stock, par value \$0.0001 per share, for gross proceeds of \$1,395,318.3 in a private placement (the "PIPE Financing"). The PIPE Financing was issued in a private placement exempt from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended. The proceeds from the PIPE Financing are being used to purchase bitcoin, bitcoin related securities, and for working capital and general corporate purposes.

We paid a placement agent fee and offering costs, in the amount of \$75,727.6 for our Equity PIPE Subscription Agreement and Convertible Senior Secured Notes Subscription Agreement. Of the consideration paid, \$41,328.4 was netted against proceeds due to us from the purchase of shares of our common stock and \$34,399.2 was paid in cash.

Share Repurchase Program

On June 23, 2025, our Board authorized the repurchase of up to \$400,000.0 of our common stock (the "Share Repurchase Program"). We may repurchase share or warrants from time to time on the open market, including in block trades, in accordance with applicable federal securities rules and regulations. The Share Repurchase Program has no time limit, does not obligate us to make any repurchases and may be modified, suspended or terminated by us at any time without prior notice. The amount and timing of repurchases are subject to a variety of factors including liquidity, share price, market conditions, and legal requirements, and will be funded by available cash and cash equivalents. As of December 31, 2025, we had repurchased 3,855,208 shares at an average price of \$11.76 per share and total cost of \$45,344.8, in accordance with the program.

Cronos Purchase Agreement

On August 26, 2025, we entered into a privately negotiated purchase agreement (the "Purchase Agreement") with Foris Holdings US, Inc. ("Foris") the parent company of Crypto.com. Pursuant to the Purchase Agreement, we transferred to Foris 2,797,985 shares of our common stock, par value \$0.0001 per share, and \$50,000.0 of cash, in exchange for 684,427,004 Cronos, which is the native cryptocurrency of the Cronos blockchain.

The following table summarizes warrant activity:

	Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in years)
Outstanding at January 1, 2024	18,366,228	\$ 11.50	5.40
Granted	3,124,999	11.50	-
Exercised	(10,445,682)	11.50	-
Expired or cancelled	-	-	-
Outstanding at December 31, 2024	11,045,545	\$ 11.50	4.31
Granted	-	-	-
Exercised	26,127	11.50	-
Expired or cancelled	-	-	-
Outstanding at December 31, 2025	11,019,418	\$ 11.50	3.31
Exercisable at December 31, 2025	11,019,418	\$ 11.50	3.31

NOTE 14 – STOCK BASED COMPENSATION

2024 Equity Incentive Plan

At our Annual Meeting of Stockholders on April 30, 2025, our stockholders approved our amended and restated 2024 Equity Incentive Plan (the "2024 Plan") to automatically increase the available share pool each January 1 commencing in 2026 through 2034 by an amount equal to 5% of the total number of shares of common stock outstanding as of the prior December 31, each year. The name of the 2024 Plan has been updated to the Trump Media & Technology Group Corp. 2024 Equity Incentive Plan and the applicable governing law has been updated to the laws of the State of Florida. As of December 31, 2025, 7,943,951 shares were available for issuance under the 2024 Plan.

The following table summarizes stock award activity:

	Number of Shares of Common Stock	Weighted Average Grant-Date Fair Value	Aggregate Intrinsic Value
Outstanding at January 1, 2024	-	-	-
Granted: RSUs	2,428,018	33.94	-
Vested	(607,003)	33.94	-
Forfeited	-	-	-
Outstanding at December 31, 2024	1,821,015	33.94	-
Granted: RSUs	3,023,481	23.29	-
Vested	(1,537,560)	32.42	-
Forfeited	(142,906)	26.70	-
Outstanding at December 31, 2025	3,164,030	\$ 24.83	\$ 41,891.8

The aggregate fair value of awards that vested in 2025 was \$32,682.5, which represents the market value of our common stock on the date that the RSUs vested. The grant-date fair value of awards that vested in 2025 was \$49,849.1. The number of RSUs vested includes shares of common stock that we withheld on behalf of employees to satisfy the minimum statutory tax withholding requirements.

As of December 31, 2025, unrecognized compensation expense related to non-vested equity grants was \$68,676.1 with an expected remaining weighted-average recognition period of approximately 1.84 years.

NOTE 15 – INVESTMENT INCOME/(LOSS)

Investment income/(loss) consists of the following:

	Year-Ended December 31, 2025
Realized loss on derivatives	\$ (4,158.6)
Realized gain on sale of equity securities	3.0
Unrealized loss on equity securities	(174,138.8)
Unrealized loss on derivatives	(4,661.6)
	\$ (182,956.0)

NOTE 16 - COMMITMENTS AND CONTINGENCIES

We are involved in various legal proceedings arising in the normal course of business. Although the outcomes of these legal proceedings are inherently difficult to predict, management does not expect the resolution of these legal proceedings to have a material adverse effect on our financial position, results of operations, or cash flows.

We have entered into, indemnity agreements with our executive officers and certain members of our Board. These indemnity agreements broadly provide for us to advance expenses (including attorneys' fees) incurred in connection with any legal proceeding, as well as indemnification for all expenses incurred, in connection with the investigation, defense, settlement or appeal of such a proceeding, in connection with matters related to their position. These indemnity agreements provide that the indemnitee shall repay all amounts advanced if it shall ultimately be determined that the indemnitee is not entitled to be indemnified.

Litigation with ARC, Patrick Orlando, UAV, Andrew Litinsky, and Wesley Moss in Florida

On February 26, 2024, representatives of ARC Global Investments II, LLC ("ARC") claimed to Digital World that after a "more comprehensive" review, the conversion ratio for Digital World Class B common stock into Digital World Class A common stock upon the completion of the Initial Business Combination was approximately 1.8:1. ARC's new claim also contradicted the previous assertion by Patrick Orlando, the managing member of ARC, that the conversion ratio was 1.68:1. Digital World's board of directors viewed these claims as an attempt by Mr. Orlando to secure personal benefits, breaching his fiduciary duty to Digital World and its shareholders. Digital World and Private TMTG initiated a lawsuit against ARC in the Civil Division for the Twelfth Judicial Circuit Court in Sarasota County, Florida, on February 27, 2024 (Docket No. 2024-CA-001061-NC). The complaint sought a declaratory judgment affirming the appropriate conversion ratio as 1.34:1, as previously disclosed, damages for tortious interference with the contractual and business relationship between Private TMTG and Digital World, and damages for conspiracy with unnamed co-conspirators to interfere with the same. The complaint also sought damages for Mr. Orlando's breach of fiduciary duty, which exposed Digital World to regulatory liability and resulted in an \$ 18 million penalty, and for his continuous obstruction of Digital World's merger with Private TMTG to extort various concessions that benefited only him and harmed Digital World and its shareholders. Furthermore, the complaint sought damages for the wrongful assertion of dominion over Digital World's assets inconsistent with Digital World's possessory rights over those assets. On March 8, 2024, Digital World voluntarily dismissed its declaratory judgment claim against ARC. On March 17, 2024, Digital World and Private TMTG filed an amended complaint, adding a claim for violation of Florida's Deceptive and Unfair Trade Practices Act. Digital World further alleged breach of fiduciary duty of loyalty, breach of fiduciary duty of care, and conversion claims against Mr. Orlando. With respect to ARC, Digital World alleged aiding and abetting a breach of fiduciary duty. On April 3, 2024, Defendants ARC and Mr. Orlando filed a joint motion to dismiss the amended complaint or, in the alternative, to stay the proceeding pending the Delaware Action (C.A. No. 2024-0184-LWW). Defendants ARC and Mr. Orlando also filed that same day a motion to stay discovery in the action.

On May 29, 2024, Digital World moved to compel discovery from ARC and Mr. Orlando. On July 15, 2024, following a July 10 hearing, the Court entered an order denying the motion to stay discovery and motion to compel. On July 29, 2024, the Court entered an order denying the motion to dismiss or, in the alternative, to stay the proceeding for improper venue. Defendants ARC and Mr. Orlando appealed that order (C.A. No. 2D2024-1780), which the Second District denied on April 30, 2025. On August 2, 2024, Defendants ARC and Mr. Orlando filed a motion to stay pending appeal in the trial court. On July 31, 2024, Digital World and Private TMTG filed a motion for leave to file a second amended complaint, which proposed to add allegations against ARC and Mr. Orlando related to pre-targeting and other misconduct as set forth in the SEC Complaint against Mr. Orlando, and naming UAV, Andrew Litinsky, and Wesley Moss as additional defendants. On August 15, 2024, Digital World and Private TMTG filed a motion for temporary injunction seeking to enjoin the threatened sale of Digital World stock by Defendant ARC and one of the new defendants proposed to be added through the motion for leave to file a second amended complaint. On August 28, 2024, Digital World and Private TMTG filed a renewed motion to compel, seeking prior productions to the SEC and DOJ and other documents from Defendants ARC and Mr. Orlando. On August 30, 2024, the trial court held a hearing to address several motions. During the hearing, the Court granted Digital World and Private TMTG's motion for leave to amend and denied their motion for temporary injunction. The trial court also denied the motion to stay pending appeal filed by Defendants ARC and Mr. Orlando. On September 3, 2024, Digital World and Private TMTG filed the Second Amended Complaint. On September 4, 2024, Digital World and Private TMTG filed an expedited motion to compel, seeking production of ARC's capitalization table, supporting documents, and an order requiring ARC to cooperate with Digital World and Private TMTG in advance of the expiration of the lock-up restriction. On September 5, 2024, Defendants ARC and Mr. Orlando filed a motion to stay pending appeal in the Second District Court of Appeal, which the Second District denied on October 18, 2024 (C.A. No. 2D2024-1780). On September 12, 2024, the Court granted in part and denied in part the expedited motion to compel, ordering production of the capitalization table and supporting documents by September 13, 2024, at 12 p.m. On that same day, Defendants ARC and Mr. Orlando filed a notice of removal in the Middle District of Florida (C.A. No. 8:24-cv-02161). On September 13, 2024, Digital World and Private TMTG filed an emergency motion to remand to state court in the Middle District of Florida, which the Middle District granted on September 17, 2024. On September 18, 2024, Digital World and Private TMTG filed an emergency motion for temporary injunction and contempt against ARC and Mr. Orlando in the state court action. On that same day, the Court held a hearing during which it granted Digital World and Private TMTG's motion for contempt, imposed a coercive sanction against ARC and Mr. Orlando of \$ 5,000 per day until they complied with the Court's September 12 discovery order, and denied their motion for temporary injunction. Defendants ARC and Mr. Orlando have filed an appeal of that order, which the Court denied on June 13, 2025 and issued a mandate regarding the denial on July 8, 2025 (C.A. No. 2D2024-2364).

On September 20, 2024, ARC filed its answer, defenses, and affirmative defenses to the Second Amended Complaint. On October 1, 2024, Digital World and Private TMTG filed a motion for an order to show cause why ARC and Mr. Orlando should not be held in further contempt and subject to increased sanctions for their failure to comply with the Court's September 18 contempt order. On October 3, 2024, Mr. Orlando filed an amended motion to dismiss the Second Amended Complaint or, alternatively, to stay the action. On October 15, 2024, ARC filed an amended answer, defenses, and affirmative defenses to the Second Amended Complaint, counterclaim, and third-party complaint, naming 9 additional defendants: Luis Orleans-Braganza, Lee Jacobson, Bruce J. Garelick, Justin Shaner, Eric Swider, Rodrigo Veloso, Ed Preble, Frank Andrews, and Jeffrey Smith. On October 21, 2024, UAV, Mr. Moss, and Mr. Litinsky jointly filed 3 motions: a motion to dismiss the Second Amended Complaint for failure to state a cause of action, motion to stay pending resolution of the Delaware Action, and motion to dismiss for improper venue. On November 1, 2024, Digital World and Private TMTG filed a supplemental brief in support of the October motion for order to show cause and a fee petition to recover attorneys' fees pursuant to the September 18 contempt order.

On November 18, 2024, the Court granted in part the October motion for order to show cause, ordering, *inter alia*, the appointment of a third-party vendor to re-collect all devices and files from ARC and Mr. Orlando and run search terms and a sanction against ARC and Mr. Orlando of \$ 5,000 per day from September 18 to November 8, 2024. Defendants ARC and Mr. Orlando filed a motion for leave to amend their petition to appeal the September 18 order to include an appeal of the November 18 order, which the Court denied on February 5, 2025 (C.A. No. 2D2024-2364).

On January 22, 2025, the Court held a hearing during which it heard the motion to stay pending resolution of the Delaware Action and scheduled an omnibus hearing to hear outstanding motions on March 7, 2025. At the January 22, 2025 hearing, the Court entered a temporary administrative stay of discovery as to Mr. Litinsky, Mr. Moss, and UAV pending its resolution of their motion to stay. On February 10, 2025, Mr. Orlando and ARC filed an appeal of the Court's November 18 order, which the Second District denied on April 24, 2025 (C.A. No. 2D2025-0314).

On February 19, 2025, the Court denied the October 3 motion to stay filed by Mr. Orlando and the October 21 motion to stay filed by UAV, Mr. Moss, and Mr. Litinsky, finding that this action and the Delaware Action do not "involve substantially similar issues."

On March 7, 2025, the Court held an omnibus hearing to address outstanding motions. Following the March 7 hearing, the Court entered several orders. It denied the motions to dismiss for improper venue filed by Mr. Orlando on October 3 and UAV, Mr. Moss, and Mr. Litinsky on October 21. The Court also denied the motions to dismiss for failure to state a claim filed by Mr. Orlando on October 3 and UAV, Mr. Moss, and Mr. Litinsky on October 21. The Court granted the motions to dismiss the third-party complaint filed on behalf of Lee Jacobson, Bruce J. Garelick, Eric Swider, Rodrigo Veloso, Ed Preble, Frank Andrews, and Jeffrey Smith but provided leave to amend. The Court also granted in part the motion to dismiss ARC's counterclaims, dismissing Count V of the counterclaims.

On March 21, 2025, UAV, Mr. Moss, and Mr. Litinsky appealed Court's February 19, 2025 order denying a stay (C.A. No. 2D2025-0735) in the Second District but later filed a voluntary motion to dismiss, which the Second District granted on September 10, 2025. On March 26, 2025, UAV, Mr. Moss, and Mr. Litinsky filed an unopposed motion to amend their March 24 petition, which the Second District granted on April 17, 2025.

On May 29, 2025, ARC and Mr. Orlando appealed the Second District's April 30 order (SC2025-0757).

On July 15, 2025, the Court entered an order granting in part outstanding motions to dismiss Counterclaims and Third-Party Claims brought by UAV, Mr. Litinsky, Mr. Moss, ARC, and Mr. Orlando and dismissing all Third-Party Defendants including President Trump. Specifically, the Court dismissed Counts 1 and 7-8 of UAV, Mr. Litinsky, and Mr. Moss's Counterclaims with prejudice, dismissed Counts 2-6 and 9 of UAV, Mr. Litinsky, and Mr. Moss's Counterclaims without prejudice with no leave to replead, dismissed Counts 5-11 of ARC's Counterclaims without prejudice, and dismissed ARC and Mr. Orlando's Third-Party Claims with prejudice.

On July 25, 2025, Digital World and Private TMTG filed a motion for protective order on deposition discovery, which the Court granted in part on August 25, 2025.

On July 28, 2025, ARC filed its Second Amended Answer, Defenses, and Affirmative Defenses to Plaintiffs' Second Amended Complaint and its Second Amended Counterclaims.

On August 7, 2025, Digital World and Private TMTG filed a motion to dismiss ARC's Second Amended Counterclaims, which the Court granted as to counts 5 and 6 on September 24, 2025.

On August 14, 2025, UAV, Mr. Litinsky, and Mr. Moss filed an appeal in the Second District as to the July 15, 2025 motion to dismiss order (2D2025-2192), which the Second District dismissed on December 10, 2025 pursuant to the December 9, 2025 stipulation of voluntary dismissal. The Court filed another order confirming dismissal of the Second District action on February 5, 2026.

On August 20, 2025, ARC filed its Third Amended Answer, Defenses, and Affirmative Defenses to Plaintiffs' Second Amended Complaint, and Mr. Orlando filed his Second Amended Answer, Defenses, and Affirmative Defenses to Plaintiffs' Second Amended Complaint.

On September 5, 2025, President Trump filed a motion to quash a subpoena directed to him, which the Court granted on October 6.

On September 11, 2025, UAV, Mr. Litinsky, and Mr. Moss filed an Amended Answer. On September 16, 2025, Iowa and 19 other states filed an amici curiae brief in support of President Trump's September 5 motion to quash.

On September 17, 2025, Digital World and Private TMTG filed a motion to sever and stay ARC's Second Amended Counterclaims, which the Court reserved ruling on in a February 2, 2026 Order, indicating that the motion may be "relitigated on the eve of trial."

On September 18, 2025, the United States filed a statement of interest in support of President Trump's September 5 motion to quash. On September 19, 2025, the Court stayed President Trump's deposition.

On September 26, 2025, ARC and Mr. Orlando filed a motion for partial summary judgment as to extortion claims filed by Digital World and Private TMTG, which the Court denied during the February 12 hearing.

On September 29, 2025, Digital World and Private TMTG filed a memorandum regarding whether the appearance of Gunster, Yoakley, & Stewart PA ("Gunster") required the Court's recusal.

On October 7, 2025, ARC and Mr. Orlando filed a motion to disqualify the Honorable Hunter W. Carroll, which the Court granted on October 10. On October 14, 2025, the case was reassigned to the Honorable Diana Moreland. Also on October 14, Digital World and Private TMTG filed a motion to disqualify Gunster and reassign the action to Judge Carroll.

On October 21, 2025, Digital World and Private TMTG filed an emergency petition for writ of mandamus in the Second District (2D2025-2814) requesting the court quash Judge Carroll's order recusing himself. On that same date, Mr. Orlando and ARC filed a motion for leave to issue a subpoena to President Trump or, in the alternative, to stay the case, which the Court denied on February 17, 2026. On October 23, 2025, the Second District denied Digital World and Private TMTG's request for expedited treatment of the October 21 petition (2D2025-2814).

On October 31, 2025, Judge Moreland held a hearing where she, *inter alia*, extended trial deadlines and ordered the parties to submit candidates for Special Magistrate.

On November 10, 2025, ARC and Mr. Orlando filed a motion for reconsideration of Judge Carroll's September 24 order granting the motion to dismiss ARC's Second Amended Counterclaims.

On November 14, 2025, Mr. Orlando filed a motion seeking leave to file a Third Amended Answer, Defenses, and Affirmative Defenses to the Second Amended Complaint, which the Court granted during the February 3 hearing.

On November 26, 2025, the Second District denied the October 21 petition (2D2025-2814).

On December 4, 2025, Digital World, Private TMTG, UAV, Mr. Litinsky, and Mr. Moss notified the Court that they reached a settlement resolving all claims asserted between them and, on December 9, stipulated to dismissal of those claims.

On December 9, 2025, the Court held a hearing that resulted in an order denying in part and granting in part the November 10 motion to reconsider the order granting the motion to dismiss.

On January 29, 2026, Mr. Orlando filed a motion for partial summary judgment as to the claims seeking recovery of legal fees advanced to Mr. Orlando.

On February 11, 2026, ARC and Mr. Orlando filed a motion for extension of time, seeking a 30-day extension of time of (1) the expert report deadlines, (2) the fact discovery deadline, and (3) the summary judgment deadline, which the Court granted during the February 19 hearing.

On February 13, 2026, Plaintiffs' filed a Reply to Mr. Orlando's Third Amended Answer, Affirmative Defenses, and Additional Defenses.

On February 18, 2026, ARC moved to stay these proceedings pending a resolution of its demand for arbitration submitted to the American Arbitration Association (Case No. 01-25-0009-1364).

A jury trial expected to last approximately three to five weeks, has been scheduled to begin in July 2026.

Litigation with ARC in Delaware

On February 29, 2024, ARC filed a lawsuit in the Court of Chancery of the State of Delaware (C.A. No. 2024-0186-LWW) against Digital World and its directors, alleging an impending violation of the Digital World Charter. ARC alleged that Digital World failed to commit to issue conversion shares to ARC that ARC claims it is owed upon the consummation of the Initial Business Combination pursuant to the Charter. ARC claimed a conversion ratio of 1.81:1 and sought specific performance and damages for the alleged breach of the Charter, a declaratory judgment that the certain derivative securities of Digital World should be included in the calculation of the conversion ratio, a finding that the directors of Digital World breached their fiduciary duties, and a preliminary injunction to enjoin the Initial Business Combination until Digital World "corrected" the conversion ratio. TMTG defended Digital World's calculation of the conversion ratio and related rights. In addition to its complaint, ARC also filed a motion with the Court of Chancery requesting that the case schedule be expedited to enable the Court of Chancery to conduct an injunction hearing prior to the March 22, 2024, shareholder vote. On March 5, 2024, the Court of Chancery denied ARC's motion, stating that it would not conduct a merits or injunction hearing before March 22, 2024. Consequently, the Court of Chancery also denied ARC's request to postpone the Initial Business Combination vote until after a merits hearing. The Court of Chancery ruled that Digital World's proposal to deposit disputed shares into an escrow account at the close of the Initial Business Combination was adequate to prevent potential irreparable harm related to ARC's share conversion. The Court of Chancery also found that Digital World's public disclosures about ARC's claims and possible conversion scenarios at the close of the Initial Business Combination further mitigated the risk of irreparable harm due to insufficient disclosure for the March 22, 2024 vote. As a result, on March 21, 2024, Digital World entered into two escrow agreements with Odyssey, as follows: (i) an escrow agreement for the benefit of ARC (the "ARC Escrow Agreement"), pursuant to which DWAC deposited into escrow 3,579,480 shares of TMTG shares of common stock ("Common Stock"), and (ii) an escrow agreement for the benefit of the Non-ARC Class B Shareholders (the "Non-ARC Class B Shareholders Escrow Agreement," and together with the ARC Escrow Agreement, the "Disputed Shares Escrow Agreements"), pursuant to which TMTG deposited into escrow 1,087,553 shares of TMTG Common Stock, which amounts represent the difference between the actual conversion ratio, determined by Digital World's board of directors upon closing of the Initial Business Combination (which was determined to be 1.348:1), and a conversion ratio of 2.00:1. On September 16, 2024, the Court of Chancery issued its order in this matter setting the conversion ratio at 1.4911:1. The Court of Chancery ruled against ARC on a substantial majority of its claims, reducing ARC's proposed calculation of the conversion ratio of 1.81:1 by approximately 70% and holding that the former board members of Digital World did not breach any fiduciary duties in setting the conversion ratio calculation or in their public disclosures of the same. As a result of the Court of Chancery's order, a portion of the disputed shares of Common Stock held in escrow were released to ARC. The release of Common Stock is subject to the terms and conditions of the ARC Escrow Agreement with the Escrow Agent and TMTG. Accordingly, 785,825 shares of TMTG Common Stock, which represents the Court's calculation for the difference between a ratio of 1.348:1 and 1.4911:1, were released from escrow (the "Court Ratio"). Both parties still retain the option to file an appeal within 30 days after the Court of Chancery's final order. In connection with the Court of Chancery's final order, 238,692 Common Shares deposited in the Non-ARC Class B Shareholders Escrow Agreement, representing the Court Ratio, were released to the applicable holders, subject to the terms and conditions of the Non-ARC Class B Shareholders Escrow Agreement and the Securities Act of 1933, as amended. On October 23, 2024, ARC filed a motion for a \$1,000,000 fee award. On July 14, 2025, the Court adjusted the fee award downward, awarding ARC \$75,000—less than 10% of the amount initially sought. On August 25, 2025, the Court entered a final order and judgment. On September 10, 2025, ARC filed an appeal to the Delaware Supreme Court (No. 375, 2025). On September 23, 2025, Digital World filed a cross-appeal. On February 11, 2026, the Delaware Supreme Court heard oral argument as to both the appeal and cross appeal.

On March 15, 2024, Plaintiff Patrick Orlando brought a lawsuit against Digital World in the Court of Chancery seeking advancement of legal fees associated with Mr. Orlando's involvement in civil litigation against Digital World in Florida and certain other matters (the "Advancement Lawsuit") (C.A. No. 2024-0264-CDW). Mr. Orlando's allegations relate to certain provisions in the Digital World Charter, Digital World's bylaws, and an indemnity agreement allegedly entered into between Mr. Orlando and Digital World. Mr. Orlando alleges that those certain provisions require Digital World to pay the legal fees Mr. Orlando incurred and will incur in connection with legal proceedings in which he is involved by reason of the fact that he is or was a director or officer of Digital World. Mr. Orlando seeks a court order that (i) declares that he is entitled to legal fees for certain proceedings described in the complaint, (ii) requires Digital World to pay for legal fees incurred and future legal fees to be incurred for those proceedings, (iii) requires Digital World to pay the fees incurred to bring the Advancement Lawsuit, and (iv) requires Digital World to pay pre- and post-judgment interest on the amounts owed to Mr. Orlando. On April 3, 2024, the Court of Chancery entered a Stipulation and Advancement Order ("Stipulation") stating that Mr. Orlando is entitled to advancement of attorneys' fees and costs incurred with legal proceedings described in the Stipulation, subject to Digital World's right to challenge the reasonableness of those attorneys' fees and costs. The Stipulation further states that Mr. Orlando is entitled to fees incurred in connection with enforcement of advancement rights and sets forth procedures that will govern future requests for advancement of attorneys' fees and costs. As of February 23, 2026, TMTG had paid or agreed to pay approximately \$22 million to Mr. Orlando's attorneys pursuant to such Stipulation and TMTG's other advancement obligations to Mr. Orlando. On April 23, 2024, Mr. Orlando filed a motion for leave to supplement the Advancement Lawsuit to add a claim for advancement of legal fees and expenses Mr. Orlando had incurred and would incur in connection with his defense of an action for declaratory judgment brought by members of ARC regarding Mr. Orlando's removal as the managing member of ARC (the "ARC Removal Action"). Mr. Orlando also sought reimbursement for the legal fees and expenses incurred in connection with his supplement to the Advancement Lawsuit, and he sought pre-judgment and post-judgment interest on the amounts he claimed were owed to him. On August 1, 2024, plaintiffs in the ARC Removal Action dismissed their complaint without prejudice. On August 8, 2024, Mr. Orlando dismissed his supplemental claims in the Advancement Lawsuit without prejudice.

On February 10, 2025, Mr. Orlando filed a motion to modify the advancement order, seeking to modify the advancement order to allow him to not submit invoices for experts. On March 12, 2025, the Court denied the motion in part, stating that "TMTG is entitled to have some concrete information allowing it to assess whether Mr. Orlando's expenses are reasonable and related to DWAC/TMTG before making a payment" and ordering Mr. Orlando to "provide TMTG with invoices with sufficient unredacted information that allows it to make that assessment."

On March 31, 2025, Mr. Orlando filed a motion seeking advancement of certain disputed fees. On April 8, 2025, Mr. Orlando filed a motion for sanctions, which he subsequently withdrew. On June 23, 2025, Mr. Orlando filed another motion seeking advancement of certain disputed fees. On August 4, 2025, the Court held an oral argument to address the March 31 and June 23 motions disputing fees (the "Fee Motions"). On September 24, 2025, the Court granted in part and denied in part the Fee Motions. On September 30, 2025, Digital World filed a notice of exception to the September 24 Order or, in the alternative, motion for reargument and entry of a final report, which the Court denied on October 30, 2025. On November 4, 2025, Digital World filed a notice of exception to the October 30 Order denying the September 30 notice of exception.

On November 5, 2025, the Court reassigned the action to Vice Chancellor Fioravanti for the limited purpose of resolving the November 4 exception. On November 24, 2025 Digital World filed its opening brief in support of the November 4 exception. On December 15, 2025, Mr. Orlando filed a motion to strike that opening brief, which the Vice Chancellor denied on January 30, 2026.

On December 7, 2025, Mr. Orlando filed a motion for contempt and sanctions, which the Magistrate granted in a bench ruling on January 5, 2026.

On December 31, 2025, Mr. Orlando filed another motion seeking advancement of certain disputed fees, which is fully briefed.

On January 8, 2026, Digital World filed an exception to the January 5 contempt order. On January 20, 2026, the Court ordered the Magistrate to conduct a procedural review of the January 9 exception.

On January 21, 2026, the Magistrate recommended that Vice Chancellor Fioravanti hear the November 4 exception and January 9 exception together.

Litigation with Orlando and Benessere in Miami, Florida

On April 2, 2024, Patrick Orlando and Benessere Investment Group, LLC ("Benessere") filed suit against TMTG in the Circuit Court of the Eleventh Judicial District in Miami-Dade County Florida (Docket No. 2024-005894-CA-01). Mr. Orlando and Benessere sought a declaratory judgment that TMTG is restricted from disclosing material exchanged with Mr. Orlando and Benessere pursuant to a joint defense agreement previously entered into by the parties in addition to a request for damages for any breach of the joint defense agreement. On July 1, 2025, the parties filed a joint stipulation, agreeing to dismiss the case with prejudice pursuant to a confidential settlement agreement. On September 3, 2025, the Court dismissed the case. On December 2, 2025, Mr. Orlando and Benessere filed a motion to enforce the settlement agreement.

Arbitration with ARC in New York

On December 1, 2025, ARC submitted to the American Arbitration Association ("AAA") a demand for arbitration with TMTG regarding access to privileged communications with a law firm that represented DWAC (Case Number: 01-25-0009-1364). On January 12, 2026, the AAA appointed Marilyn Salzman as the arbitrator to conduct a hearing in New York County, New York.

Litigation with ARC in the Third Circuit

On November 26, 2025, Odyssey filed a notice in the Third Circuit Court of Appeals (C.A. No. 25-cv-03324) seeking review of the District of Delaware's October 23 Order dismissing the District Court action (C.A. No. 24-cv-00729).

NOTE 17 – SEGMENT INFORMATION

In the second quarter of 2025, our internal reporting and segments changed. We added the Truth.Fi operating segment to our social media and streaming segment. We report our operating results through two reportable segments: Media and Truth.Fi:

- Media, previously social media & streaming, includes products and services such as advertisement through our Truth Social platform, including Truth Predict. Truth+ began paid streaming subscriptions of our Patriot Package in July 2025.
- Truth.Fi, will provide separately managed accounts ("SMAs"); customized exchange-traded funds and/or exchange-traded products (collectively, "ETFs") invested in America First principles, and bitcoin and similar cryptocurrencies or crypto-related securities.

The "Corporate & Other" category presented in the following tables is not considered an operating segment. It consists primarily of costs and expenses related to executing our digital asset treasury strategy and includes the realized and unrealized gains and losses from our digital asset treasury strategy, third-party costs associated with our digital asset holding strategy, net interest expense primarily related to long-term debt obligations (used to fund our digital asset treasury strategy), and income tax effects generated from our digital asset treasury strategy and related debt issuance. We have not dedicated certain corporate resources to our digital asset treasury strategy.

Our Chief Operating Decision Maker (CODM), as of December 31, 2025, is our Chief Executive Officer. Our CODM evaluates the performance of and allocates resources to our segment's based on each segment's earnings before interest, taxes, depreciation and amortization (Segment EBITDA). Segment EBITDA is defined as segment revenue less operating costs and expenses, excluding depreciation and amortization, interest income or expense (net), provision or benefit for income taxes, change in fair value of derivative liabilities, loss on extinguishment of debt and stock-based compensation expense. We believe Segment EBITDA serves as a measure that assists our CODM and our investors in comparing our segment performance on a consistent basis.

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Our CODM uses cash, cash equivalents, restricted cash, short-term investments, and equity securities as part of the evaluation of performance and allocation of resources within our corporate & other category. Total assets are not used to evaluate the performance of our segments. For the years ended December 31, 2024 and 2023, all revenues were earned from our Media segment from advertising. For the year ended December 31, 2025, our Media segment earned revenue of \$3,425.3 and \$257.3 from advertising and subscriptions, respectively.

Review of cash forecast models is used to assess the segment's results and performance, and inform investment decisions by our CODM. Consolidated net loss and Segment EBITDA are used to monitor budgeted versus actual results. Additionally, review of budgeted versus actual results is used in assessing performance of the segment.

As part of the segment reorganization, we reallocated our Segment EBITDA to each reporting unit and corporate & other. We have reflected this reallocation in all historical periods presented.

The following table presents our segment information for the periods indicated:

(in thousands)	Year Ended December 31,		
	2025	2024	2023
Media			
Revenue	\$ 3,682.6	\$ 3,618.8	\$ 4,131.1
Other segment items ⁽¹⁾	(25,720.1)	(25,964.4)	(11,161.3)
Segment EBITDA	(22,037.5)	(22,345.6)	(7,030.2)
Truth.Fi			
Revenue	-	-	-
Other segment items ⁽²⁾	(2,842.2)	-	-
Segment EBITDA	(2,842.2)	-	-
Total revenue	3,682.6	3,618.8	4,131.1
Total other segment items	(28,562.3)	(25,964.4)	(11,161.3)
Total Segment EBITDA	(24,879.7)	(22,345.6)	(7,030.2)
Net loss	\$ (712,340.2)	\$ (400,864.8)	\$ (58,189.2)
Interest (income)/expense, net	(19,212.9)	(11,632.5)	39,429.1
Depreciation & amortization	7,421.3	2,933.9	59.6
Stock-based compensation	59,191.1	107,387.1	-
Income taxes	560.1	-	1.1
Change in fair value of derivative liabilities	-	225,916.0	2,791.6
Loss on extinguishment of debt	-	542.3	-
	\$ (664,380.6)	\$ (75,718.0)	\$ (15,907.8)
Corporate & other	639,500.9	53,372.4	8,877.6
Segment EBITDA	(24,879.7)	(22,345.6)	(7,030.2)

The following table provides information related to our cash, cash equivalents, restricted cash, short-term investments, and equity securities:

	December 31, 2025			December 31, 2024		
	Media	Truth.Fi	Corporate & Other	Media	Truth.Fi	Corporate & other
Cash, cash equivalents, and restricted cash	\$ 4,106.3	\$ 1,791.3	\$ 159,990.5	\$ 10,152.1	\$ -	\$ 160,084.0
Short-term investments	-	-	305,053.3	-	-	606,547.3
Equity securities	-	-	722,069.1	-	-	-
	<u>\$ 4,106.3</u>	<u>\$ 1,791.3</u>	<u>\$ 1,187,112.9</u>	<u>\$ 10,152.1</u>	<u>\$ -</u>	<u>\$ 766,631.3</u>

- (1) Other segment items in Media are primarily composed of cost of sales, personnel costs-excluding stock-based compensation, data center and system infrastructure costs excluding depreciation, and sales and marketing.
- (2) Other segment items in Truth.Fi are primarily composed of professional fees, licensing fee, personnel costs, and marketing cost associated with the launch of ETFs and SMAs.

NOTE 18 – SUBSEQUENT EVENTS

On January 20, 2026, we announced the record date for our digital token initiative (initially announced on December 31, 2025), would be February 2, 2026. Ultimate beneficial owners and direct registered holders of at least one whole share of DJT common stock as of the record date will be eligible to receive tokens and associated incentives. We will partner with Crypto.com to mint the digital tokens, display them on the blockchain, and custody the digital assets pending distribution. We anticipate various rewards being made available to record-date stockholders periodically throughout 2026. Such rewards may include benefits or discounts tied to our products such as Truth Social, Truth+ and Truth Predict.

On January 28, 2026, our consolidated VIE, announced it had entered into an agreement to reorganize the God Bless America ETF (Ticker: YALL) into the Truth Social Funds. If approved by shareholders of the God Bless America ETF, the asset purchase agreement is expected to close in the second quarter of 2026.

On February 19, 2026, our consolidated VIE, announced it had entered into an agreement to reorganize the Point Bridge America First ETF (Ticker: MAGA) into the Truth Social Funds. If approved by shareholders of the Point Bridge America First ETF, the asset purchase agreement is expected to close in the second quarter of 2026.

On February 27, 2026, we were authorized by the Board of Directors to explore the future structure of the Company as we proceed with the pending merger with TAE Technologies, Inc. ("TAE"). Management is in ongoing discussions with TAE and Texas Ventures Acquisition III Corp. (Nasdaq: TVA) ("Texas Ventures IIP"), a related-entity, regarding potential alternatives for the assets and liabilities of TMTG of businesses including Truth Social into a new publicly-traded company ("SpinCo") following the closing of the previously announced pending merger transaction between TMTG and TAE. In this considered option, shares of SpinCo would be distributed to shareholders of record of TMTG prior to the closing of the merger with TAE, and thereafter SpinCo would merge with Texas Ventures III. The TAE businesses, along with certain of TMTG's businesses and assets, would remain with the current public company (TMTG) following the completion of the spin-off. The previously announced merger will combine the strength of TMTG's existing balance sheet with TAE's leading technologies. The potential transaction under consideration by management and subject to final approval by the Board is intended to create shareholder value through the creation of pure play companies, each with distinct strategies. Certain affiliates of Yorkville America are executive officers of Texas Ventures III, as well as certain executives of TMTG were formerly executive officers of TVA. Due to the preliminary nature of the ongoing evaluation of a plan, no further disclosures are deemed necessary.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Trump Media & Technology Group Corp.

Date: February 27, 2026

/s/ Phillip Juhan
Name: Phillip Juhan
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

<u>Name</u>	<u>Position</u>	<u>Date</u>
<u>/s/ Devin Nunes</u> Devin Nunes	Chief Executive Officer, President and Chairman (Principal Executive Officer)	February 27, 2026
<u>/s/ Phillip Juhan</u> Phillip Juhan	Chief Financial Officer (Principal Financial and Accounting Officer)	February 27, 2026
<u>/s/ Eric Swider</u> Eric Swider	Director	February 27, 2026
<u>/s/ Donald J. Trump, Jr.</u> Donald J. Trump, Jr.	Director	February 27, 2026
<u>/s/ Robert Lighthizer</u> Robert Lighthizer	Director	February 27, 2026
<u>/s/ W. Kyle Green</u> W. Kyle Green	Director	February 27, 2026
<u>/s/ David Bernhardt</u> David Bernhardt	Director	February 27, 2026
<u>/s/ George Holding</u> George Holding	Director	February 27, 2026

**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

The following summary of the capital stock of Trump Media & Technology Group Corp. (the "**Company**"), does not purport to be complete and is qualified in its entirety by reference to our Articles of Incorporation (the "**Articles**"), and our bylaws (the "**Bylaws**"), each of which are incorporated by reference as an exhibit to the Annual Report on Form 10-K (the "**Annual Report**"), of which this Exhibit is a part, and certain provisions of Florida law, including the Florida Business Corporation Act, as amended ("**FBCA**"). Unless the context requires otherwise, all references to the "Company," "TMTG," "we," "our," and "us" in this Exhibit refer to Trump Media & Technology Group Corp. Capitalized terms used but not defined herein have the meanings set forth in the Annual Report on Form 10-K to which this description is an exhibit.

DESCRIPTION OF SECURITIES

The following summary of the material terms of our securities and is not intended to be a complete summary of the rights and preferences of such securities. We urge you to read our Articles and Bylaws in their entirety for a complete description of the rights and preferences of our securities.

Pursuant to the Articles, our authorized capital stock consists of 999,000,000 shares of common stock, \$0.0001 par value (the "Common Stock") and 1,000,000 shares of undesignated preferred stock, \$0.0001 par value.

Common Stock

Voting Rights

Holders of our Common Stock are entitled to one (1) vote for each share of Common Stock held of record by such holder at all meetings of Company stockholders and on all matters properly submitted to a vote of Company stockholders generally. Unless specified in the Articles or Bylaws, or as required by applicable provisions of the FBCA or applicable stock exchange rules, the affirmative vote of a majority of the votes cast by stockholders present in person or represented by proxy at a meeting for which a quorum is present and entitled to vote thereon is required to approve any such matter voted on by our stockholders (except that directors are elected by a plurality of the votes cast in a contested director election). Our Articles provide that the Company's Board of Directors (the "Board") is classified into three classes of directors, each of which will generally serve for a term of three years with only one class of directors being elected in each year. There is no cumulative voting with respect to the election of directors.

Dividends and Distributions

Subject to applicable law and the rights and preferences of any holders of any outstanding series of preferred stock, the holders of Common Stock as such, are entitled to the payment of dividends on the Common Stock when, as and if declared by the Board in accordance with applicable law.

Rights upon Liquidation

If we liquidate, dissolve or wind up, the holders of Common Stock are entitled to share ratably in all assets remaining after payment of liabilities and any liquidation preference of any preferred stock that may at the time be outstanding. Our Common Stock has no preemptive rights, conversion rights, or other subscription rights or redemption or sinking fund provisions.

Preferred Stock

The Articles provide that our Board is authorized to issue shares of preferred stock from time to time in one or more series. Our Board is authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. Our Board is able to, without stockholder approval, issue preferred stock with voting and other rights that could adversely affect the voting power and other rights of the holders of the Common Stock and could have anti-takeover effects. The ability of our Board to issue preferred stock without stockholder approval could have the effect of delaying, deferring or preventing a change of control of us or the removal of existing management. We have no preferred stock outstanding at the date hereof. Although we do not currently intend to issue any shares of preferred stock, we cannot assure you that we will not do so in the future.

Warrants

As of December 31, 2025, 10,471,809 TMTG warrants had been exercised, resulting in approximately \$120.1 million in proceeds for TMTG. 11,019,418 Public Warrants remained outstanding as of that date.

Public Stockholders Warrants

Each Public Warrant entitles the registered holder to purchase one share of Common Stock at a price of \$11.50 per share, subject to adjustment as discussed below and became exercisable on April 24, 2024. The Public Warrants will expire March 25, 2029, or earlier upon redemption or liquidation.

We will not be obligated to deliver any shares of Common Stock pursuant to the exercise of a Public Warrant and will have no obligation to settle such warrant exercise unless a registration statement under the Securities Act with respect to the shares of Common Stock underlying the Warrants is effective and a prospectus relating thereto is current, subject to our satisfying our obligations described below with respect to registration. No warrant will be exercisable, and we will not be obligated to issue shares of Common Stock upon exercise of a warrant unless the Common Stock issuable upon such warrant exercise has been registered, qualified or deemed to be exempt under the securities laws of the state of residence of the registered holder of the Warrants. In the event that the conditions in the two immediately preceding sentences are not satisfied with respect to a Public Warrant, the holder of such warrant will not be entitled to exercise such warrant, and such warrant may have no value and expire worthless. In no event will we be required to net cash settle any warrant.

The shares of Common Stock issuable upon exercise of the Public Warrants are registered with the SEC pursuant to a registration statement that became effective on April 11, 2025. We will use our best efforts to maintain a current prospectus relating to those shares of Common Stock until the Warrants expire or are redeemed, as specified in the warrant agreement. If we fail to maintain an effective registration statement, warrant holders may exercise Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption. If that exemption, or another exemption, is not available, holders will not be able to exercise their Warrants on a cashless basis.

As the Public Warrants have become exercisable, we may call the Warrants for redemption:

- in whole and not in part;
- at a price of \$0.01 per warrant;
- upon not less than 30 days' prior written notice of redemption to each warrant holder; and
- if, and only if, the reported last sale price of Common Stock equals or exceeds \$18.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period ending three business days before we send the notice of redemption to the warrant holders.

We may not exercise our redemption right if the issuance of shares of Common Stock upon exercise of the Public Warrants is not exempt from registration or qualification under applicable state blue sky laws or we are unable to effect such registration or qualification.

We have established the last of the redemption criteria discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the warrant exercise price. If the foregoing conditions are satisfied and we issue a notice of redemption of the Public Warrants, each warrant holder will be entitled to exercise its warrant prior to the scheduled redemption date. However, the price of the Common Stock may fall below the \$18.00 redemption trigger price (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) as well as the \$11.50 warrant exercise price after the redemption notice is issued.

If we call the Public Warrants for redemption as described above, our Management Team will have the option to require any holder that wishes to exercise its warrant to do so on a “cashless basis.” In determining whether to require all holders to exercise their Warrants on a “cashless basis,” our Management Team will consider, among other factors, our cash position, the number of Warrants that are outstanding and the dilutive effect on our stockholders of issuing the maximum number of shares of Common Stock issuable upon the exercise of our Warrants. If our Management Team takes advantage of this option, all holders of Public Warrants would pay the exercise price by surrendering their Warrants for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the Warrants, multiplied by the difference between the exercise price of the Warrants and the “fair market value” (defined below) by (y) the fair market value. The “fair market value” shall mean the average reported last sale price of Common Stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of Warrants. If our Management Team takes advantage of this option, the notice of redemption will contain the information necessary to calculate the number of shares of Common Stock to be received upon exercise of the Public Warrants, including the “fair market value” in such case. Requiring a cashless exercise in this manner will reduce the number of shares to be issued and thereby lessen the dilutive effect of a warrant redemption. We believe this feature is an attractive option to us if we do not need the cash from the exercise of the Warrants after the Closing. If we call our Public Warrants for redemption and our Management Team does not take advantage of this option, ARC and its permitted transferees would still be entitled to exercise their Placement Warrants for cash or on a cashless basis using the same formula described above that other warrant holders would have been required to use had all warrant holders been required to exercise their Warrants on a cashless basis, as described in more detail below.

A holder of a Public Warrant may notify us in writing in the event it elects to be subject to a requirement that such holder will not have the right to exercise such warrant, to the extent that after giving effect to such exercise, such person (together with such person’s affiliates), to the warrant agent’s actual knowledge, would beneficially own in excess of 4.9% or 9.8% (or such other amount as a holder may specify) of the shares of Common Stock outstanding immediately after giving effect to such exercise.

If the number of outstanding shares of Common Stock is increased by a stock dividend payable in shares of Common Stock, or by a split-up of shares of Common Stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of Common Stock issuable on exercise of each Public Warrant will be increased in proportion to such increase in the outstanding shares of Common Stock. A rights offering to holders of Common Stock entitling holders to purchase shares of Common Stock at a price less than the fair market value will be deemed a stock dividend of shares of Common Stock equal to the product of (i) the number of shares of Common Stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Common Stock) and (ii) one (1) minus the quotient of (x) the price per share of Common Stock paid in such rights offering divided by (y) the fair market value. For these purposes (i) if the rights offering is for securities convertible into or exercisable for Common Stock, in determining the price payable for Common Stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) fair market value means the volume weighted average price of Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if we, at any time while the Public Warrants are outstanding and unexpired, pay a dividend or make a distribution in cash, securities or other assets to the holders of Common Stock on account of such shares of Common Stock (or other shares of our capital stock into which the Warrants are convertible), other than (a) as described above, or (b) certain ordinary cash dividends, then the warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each share of Common Stock in respect of such event.

If the number of outstanding shares of our Common Stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of Common Stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of Common Stock issuable on exercise of each Public Warrant will be decreased in proportion to such decrease in outstanding shares of Common Stock.

Whenever the number of shares of Common Stock purchasable upon the exercise of the Public Warrants is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of Common Stock purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which will be the number of shares of Common Stock so purchasable immediately thereafter.

In case of any reclassification or reorganization of the outstanding shares of Common Stock (other than those described above or that solely affects the par value of such shares of Common Stock), or in the case of any merger or consolidation of us with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding shares of Common Stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of us as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the Public Warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the shares of our Common Stock immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised their Warrants immediately prior to such event. If less than 70% of the consideration receivable by the holders of Common Stock in such a transaction is payable in the form of Common Stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the warrant properly exercises the warrant within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the Warrant Agreement based on the Black-Scholes value (as defined in the Warrant Agreement) of the warrant. The purpose of such exercise price reduction is to provide additional value to holders of the Warrants when an extraordinary transaction occurs during the exercise period of the Warrants pursuant to which the holders of the Warrants otherwise do not receive the full potential value of the Warrants in order to determine and realize the option value component of the warrant. This formula is to compensate the warrant holder for the loss of the option value portion of the warrant due to the requirement that the warrant holder exercise the warrant within 30 days of the event. The Black-Scholes model is an accepted pricing model for estimating fair market value where no quoted market price for an instrument is available.

The Public Warrants and the Placement Warrants were issued in registered form under a Warrant Agreement between Continental Stock Transfer & Trust Company, as warrant agent, and the Company, which was subsequently amended on March 15, 2024 to provide that Odyssey would act as warrant agent. You should review a copy of the Warrant Agreement, as amended, which has been publicly filed with the SEC and which you can find in the list of exhibits to this Registration Statement, for a complete description of the terms and conditions applicable to the Warrants. The Warrant Agreement provides that the terms of the Warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval by the holders of at least 65% of the then outstanding Public Warrants to make any change that adversely affects the interests of the registered holders of Public Warrants.

The Public Warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price (or on a cashless basis, if applicable), by certified or official bank check payable to us, for the number of Warrants being exercised. The warrant holders do not have the rights or privileges of holders of Common Stock and any voting rights until they exercise their Warrants and receive shares of Common Stock. After the issuance of shares of Common Stock upon exercise of the Warrants, each holder will be entitled to one (1) vote for each share held of record on all matters to be voted on by stockholders.

No fractional shares will be issued upon exercise of the Public Warrants. If, upon exercise of the Warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number of shares of Common Stock to be issued to the warrant holder.

Placement Warrants

Except as described below, the Placement Warrants have terms and provisions that are identical to those of the Public Warrants, including as to exercise price, exercisability and exercise period. The Placement Warrants (including the Common Stock issuable upon exercise of the Placement Warrants) were not transferable, assignable or salable until April 24, 2024 (except, among certain other limited exceptions to our officers and directors and other persons or entities affiliated with ARC) and will be entitled to registration rights, so long as they are held by ARC or its permitted transferees. ARC, or its permitted transferees, has the option to exercise the Placement Warrants on a cashless basis. If the Placement Warrants are held by holders other than ARC or its permitted transferees, the Placement Warrants will be subject to the same terms and conditions as the Public Warrants, and among other matters, be exercisable by the holders on the same basis as the Public Warrants.

If holders of the Placement Warrants elect to exercise them on a cashless basis, they would pay the exercise price by surrendering their Warrants for that number of shares of Common Stock equal to the quotient obtained by dividing (x) the product of the number of shares of Common Stock underlying the Warrants, multiplied by the difference between the exercise price of the Warrants and the “fair market value” (defined below), by (y) the fair market value. The “fair market value” shall mean the average reported last sale price of the Common Stock for the 10 trading days ending on the third trading day prior to the date on which the notice of warrant exercise is sent to the warrant agent.

Alternative Warrants

The 3,055,000 additional warrants (the “Alternative Warrants”) issued pursuant to the Warrant Agreement by Digital World after Digital World’s initial public offering (the “Initial Public Offering”) have terms and provisions that are identical to those of the Public Warrants, including as to exercise price, exercisability and exercise period, except as described above and have substantially the same terms as the Public Warrants issued by the Company in connection with its Initial Public Offering, except that such Alternative Warrants may only be transferred to the applicable holder’s affiliates.

Certain Anti-Takeover Provisions

Authorized but Unissued Capital Stock

Our authorized but unissued Common Stock and preferred stock are available for future issuances without stockholder approval (including a specified future issuance) and could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Common Stock and preferred stock could render more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Undesignated Preferred Stock

Our Articles authorize our Board to issue shares of preferred stock and set the voting powers, designations, preferences, and other rights related to that preferred stock without stockholder approval. Any such designation and issuance of shares of preferred stock could delay, defer, or prevent any attempt to acquire or control us.

Staggered Board

Our Articles provide that our Board is classified into three classes of directors. As a result, in most circumstances, a person can gain control of our Board only by successfully engaging in a proxy contest at two or more annual meetings.

Vacancies on the Board of Directors; Removal of Directors

Our Articles provide that, subject to any rights of holders of our preferred stock, any vacancies in our Board for any reason will be filled only by a majority of our directors remaining in office, and directors so elected will hold office until the next election of directors. The inability of our stockholders to fill vacancies on our Board may make it more difficult to change the composition of our Board. Additionally, our Articles and Bylaws provide that a director may be removed from office by our stockholders only for cause and only by the affirmative vote of the holders of not less than two-thirds (66.67%) of all of the outstanding shares of capital stock entitled to vote generally in the election of directors.

No Cumulative Voting

Our Articles do not authorize cumulative voting for the election of directors.

No Stockholder Action by Written Consent

Under the Articles, the Company's stockholders are required to take action at an annual or special meeting of the stockholders. Stockholders may not take action by written consent. This provision may have the effect of delaying or preventing hostile stockholder action designed to effect a change in control of the Company.

No Stockholder Right to Call Special Meeting

Except as may be otherwise required by law, and subject to the rights, if any, of the holders of any series of preferred stock, special meetings of stockholders may be called only by a majority of the Board, the Chairman of the Board, or the Chief Executive Officer of the Company. Unless otherwise required by law, written notice of a special meeting of stockholders, stating the time, place, and purpose or purposes thereof, shall be given to each stockholder entitled to vote at such meeting, not less than ten (10) or more than 60 days before the date fixed for the meeting. Business transacted at any special meeting of stockholders will be limited to the purposes stated in the notice.

Advance Notification of Stockholder Nominations and Proposals

Our Bylaws provide that stockholders seeking to bring business before our annual meeting of stockholders, or to nominate candidates for election as directors at our annual meeting of stockholders, must provide timely notice of their intent in writing. To be timely, a stockholder's notice will need to be received by the company secretary at our principal executive offices not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day prior to the anniversary date of the immediately preceding annual meeting of stockholders. Pursuant to Rule 14a-8 of the Exchange Act proposals seeking inclusion in our annual proxy statement must comply with the notice periods contained therein. Our Bylaws also specify certain requirements as to the form and content of a stockholders' meeting. Our Bylaws further provides that only persons nominated for election as a director to fill any term of a directorship that expires on the date of the annual meeting will be eligible for election at such meeting. These provisions may preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders.

Exclusive Forum for Certain Lawsuits

The Articles require, to the fullest extent permitted by law, that derivative actions brought in our name, actions against directors, officers and employees for breach of fiduciary duty and other similar actions may be brought only in a state court located within the 12th Judicial Circuit of the State of Florida (or, if a state court located within the State of Florida does not have jurisdiction, the federal district court for the Middle District of Florida) and, if brought outside of Florida, the stockholder bringing the suit will be deemed to have consented to service of process on such stockholder's counsel. Although we believe this provision benefits us by providing increased consistency in the application of Florida law in the types of lawsuits to which it applies, the provision may have the effect of discouraging lawsuits against our directors and officers.

Notwithstanding, the Articles provide that the exclusive forum provision will be applicable to the fullest extent permitted by applicable law. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, (i) the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction, and (ii) unless we consent in writing to the selection of an alternative forum, the federal district court for the Middle District of Florida shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act or the rules and regulations promulgated thereunder.

Registration Rights

Pursuant to the Asset Acquisition Agreement, Solutions and JedTec are entitled to registration rights requiring us to register for resale the Asset Acquisition Shares, pursuant to that registration Rights Agreement, dated August 9, 2024, filed with the registration statement of which this prospectus is a part. The Asset Acquisition Shares are registered for resale with the SEC pursuant to a registration statement that became effective on April 11, 2025.

Our Transfer Agent and Warrant Agent

The transfer agent for our Common Stock and warrant agent for our Warrants is Odyssey Transfer and Trust Company. We have agreed to indemnify Odyssey Transfer and Trust Company in its roles as transfer agent, exchange agent, escrow agent, registrar and warrant agent, its agents and each of its stockholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any liability due to any gross negligence, willful misconduct or bad faith of the indemnified person or entity. We have further agreed to indemnify Odyssey Transfer and Trust Company against all claims and losses, including, without limitation, reasonable attorney's fees and expenses, arising out of or in connection with any act or omission of any prior transfer agent, including Continental Stock Transfer & Trust Company.

Amendment of Articles or Bylaws

The FBCA generally provides that the affirmative vote of a majority of the outstanding shares entitled to vote on amendments to a corporation's articles of incorporation or bylaws is required to approve such amendment, unless a corporation's articles of incorporation or bylaws, as applicable, imposes a higher voting standard.

The Articles provide that they may not be amended, amended and restated, or repealed except with the approval of the Board and, except as otherwise set forth in the Articles, with the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of the Common Stock entitled to vote thereon. However, certain changes to the Articles—specifically those regarding voting rights (Section 4.3), the removal of directors (Section 5.6), the Bylaws (Article VI), stockholder meetings (Article VII), and choice of forum (Article XII)—require the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of Common Stock entitled to vote thereon. The foregoing is subject to the rights, if any, of the holders of any outstanding series of the preferred stock.

The Articles provide that the Board shall have the power to adopt, amend, alter, or repeal the Bylaws by the affirmative vote of a majority of the directors. The Articles also provide that the stockholders may adopt, amend, alter, or repeal the Bylaws by the affirmative vote of the holders of 66.67% of the voting power of the outstanding shares of the Common Stock entitled to vote thereon, subject to the rights, if any, of the holders of any outstanding series of the preferred stock.

Limitation on Liability and Indemnification of Directors and Officers

The FBCA authorizes corporations to limit or eliminate the personal liability of directors and stockholders of corporations for monetary damages for breaches of directors' fiduciary duties, subject to certain exceptions. Our Articles include a provision that eliminates, to the fullest extent permitted by the FBCA (as currently in effect or as it may in the future be amended), the personal liability of our directors for damages for any breach of fiduciary duty as a director.

Our Articles provide that, to the fullest extent permitted by the FBCA (as currently in effect or as it may in the future be amended), we must indemnify and hold harmless and advance expenses to any of its directors and officers who is involved in any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of ours or, while serving as a director or officer of ours, is or was serving at our request as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity. We also are expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers, and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability, advancement and indemnification provisions in our Articles and Bylaws may discourage stockholders from bringing lawsuits against our directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against our directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment in us may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officer pursuant to these indemnification provisions.

Dissenters' Rights of Appraisal and Payment

Under the FBCA, with certain exceptions, our stockholders have appraisal rights in connection with a merger or consolidation of the Company. Pursuant to the FBCA, stockholders who properly demand and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares, as determined by a Florida circuit court if the parties are unable to agree on such value.

Stockholders' Derivative Actions

Under the FBCA, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action provided that the stockholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such stockholder's stock thereafter devolved by operation of law, and provided further that the shareholder has complied with the statutory written demand requirements.

Rule 144

Rule 144 is not available for the resale of securities initially issued by shell companies (other than business combination related shell companies) or issuers that have been at any time previously a shell company, such as the Company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met:

- the issuer of the securities that was formerly a shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and material required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Form 8-K reports; and
- at least one year has elapsed from the time that the issuer filed current Form 10 type information with the SEC reflecting its status as an entity that is not a shell company.

Upon the Closing, the Company ceased to be a shell company.

When and if Rule 144 becomes available for the resale of our securities, a person who has beneficially owned restricted shares of our Common Stock or warrants for at least six months would be entitled to sell their securities, provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least three months before the sale and have filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months (or such shorter period as we were required to file reports) preceding the sale.

Persons who have beneficially owned restricted shares of our Common Stock or warrants for at least six months but who are our affiliates at the time of, or at any time during the three months preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of:

- one percent (1%) of the total number of shares of Common Stock or warrants, as applicable, then outstanding; or
-

- the average weekly reported trading volume of the Common Stock or warrants, as applicable, during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales by our affiliates under Rule 144, when available, will also be limited by manner of sale provisions and notice requirements and to the availability of current public information about us.

Listing of Securities

Our Common Stock and Warrants are currently listed on Nasdaq and New York Stock Exchange Texas under the symbols “DJT” and “DJTWM” respectively. On February 25, 2026, the closing price of our Common Stock was \$10.89 per share and the closing price of our Public Warrants was \$5.95 per Public Warrant.

TRUMP MEDIA & TECHNOLOGY GROUP CORP.
401 North Cattlemen Road, Suite #200
Sarasota, Florida 34232

This employment agreement (“Agreement”), is made and entered into by and between TRUMP MEDIA & TECHNOLOGY GROUP CORP. an successors and assigns (collectively, the “Company”) and Vladimir Novachki (“Employee”) in connection with Employee’s engagement to render services and grant certain rights, to Company on the terms and conditions set forth herein.

This Agreement will only become valid and binding upon both parties’ mutual acceptance and execution below. Unless otherwise specified, Company and Employee shall collectively be referred to as the “Parties.”

1. START DATE/TERM. The Employee’s employment under this Agreement shall commence on 1/16/2023, which for purposes of this Agreement, will be hereinafter referred to as the “Effective Date.” Unless earlier terminated under the terms of this Agreement, this Agreement and the status and obligations of Employee thereunder as an employee of the Company shall be effective for a period ending ONE (1) years after the Effective Date (the “Initial Term”) and, after the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a “Renewal Term” and, collectively with all Renewal Terms and the Initial Term, the “Term” or “the term of this Agreement” or “the term hereof”) unless, either Party gives thirty (30) days’ advance written notice of its intention not to renew this Agreement at the conclusion of the Initial Term or the then-current Renewal Term, as applicable.

2. SERVICES. During the Term, Employee shall serve the Company as Chief Information Officer and shall perform and have the responsibilities, duties, status and authority customary for a position in an organization of the nature of the Company, subject to the directives of the Company’s Board of Directors (the “Board”) and the policies of the Company as in effect from time to time. For so long as the Employee is employed with the Company the Employee shall both (i) devote the Employee’s full business time, energy and skill to the performance of the Employee’s duties for the Company and (ii) hold no other employment except that listed in Exhibit B (if any). In addition, it is hereby understood and agreed by the Parties that:

(a) it is the Parties’ intention that Employee’s services may be rendered to one or more other companies to which Company elects to assign the rights and benefits of this Agreement;

(b) Employee shall generally report to Company’s Board, and otherwise shall directly report to Devin Nunes, CEO or other Company executive as Company’s Board may, from time to time, designate in its sole discretion; and

(c) the Employee's service on the boards of directors (or similar body) of other business or charitable entities is subject to the prior approval of the Board. The Company shall have the right to require the Employee to resign from any board or similar body on which the Employee may then serve if the Board determines that such activity (i) interferes with the effective discharge of the Employee's duties and responsibilities to the Company or that any business related to such service is then in competition with any business of the Company or any of its affiliates, successors or assigns or (ii) could adversely affect the reputation of the Company or any of its affiliates, successors or assigns.

3. **BASE SALARY AND BONUS.**

(a) Employee's base salary (the "Base Salary"), less applicable withholdings and deductions, shall be paid in accordance with the Company's regular payroll practices in effect from time to time, but not less frequently than in monthly installments. Commencing on the Effective Date Employee's Base Salary shall be paid at an annualized rate of \$300,000. Thereafter, Employee's Base Salary shall be reviewed by the Company on an annual basis.

(b) Employee will receive a one-time signing bonus in the gross sum of \$25,000 due with the first payroll after the Effective Date of this agreement.

(c) During the Term, in addition to the Base Salary, Employee may be eligible to participate in an annual bonus plan, if any, that the Board or the Company may establish from time to time for executives of the Company (hereinafter, referred to as the "Annual Bonus"). Any such Annual Bonus will be paid, if at all, no later than two and one-half (2 1/2) months following the end of the year to which the Annual Bonus relates, provided Employee remains in active employment in good standing with the Company on the date of payment. The amount, if any, of such Annual Bonus will be determined by the Board in its sole and complete discretion.

4. **EQUITY COMPENSATION.**

(a) Subject to the approval of the Board of the Company (or its successor company), and to the terms and conditions of the then applicable Company's Equity Incentive Plan (the "Plan"), as soon as is practicable following the Effective Date. The Employee shall be granted 75,000 restricted stock units under the Plan with respect to shares of the common stock of the Company (the "RSUs"). Provided that, during the Initial Term, (i) Company's shares become traded on a public exchange, or (ii) Company's rights and obligations under this Agreement are assigned to, or otherwise assumed by, a publicly traded company, such RSUs will vest as follows:

(A) 30,000 of the RSUs will vest as of 3 months after the Effective Date, provided that no vesting shall occur prior to (1) the first business day following the last day of any applicable lockup period with respect to the shares of the Company which commences prior to the end of the Initial Term, or, (2) if no lockup period is applicable with respect to the Company's shares becoming traded on a public exchange or being assigned or assumed by a publicly traded company, as of the Effective Date of the Company's registration with the Securities and Exchange Commission on Form S-8 of the common stock of the Company with respect to the Plan;

(B) 45,000 of the RSUs will vest as of nine months after the Effective Date, provided that no vesting shall occur prior to (1) the first business day following the last day of any applicable lockup period with respect to the shares of the Company which commences prior to the end of the Initial Term, or, (2) if no lockup period is applicable with respect to the Company's shares becoming traded on a public exchange or being assigned or assumed by a publicly traded company, as of the Effective Date of the Company's registration with the Securities and Exchange Commission on Form S-8 of the common stock of the Company with respect to the Plan;

(a) In each case, vesting is subject to Employee's continued employment in good standing until such respective vesting date.

(b) Notwithstanding the vesting schedule set forth above, to the extent that a vesting date occurs during a purchase and/or sale restriction period imposed by the Company or under applicable law, or during any applicable lock up period, such vesting date shall automatically be deemed to be the first business day following the last day of any such applicable restriction or lock up period.

(c) The Parties understand and agree that Employee's award of RSUs as described herein is subject to the terms and conditions of this Agreement, the Plan, and any applicable grant agreement that Employee, in Company's sole discretion, may be required to execute in such form as provided by the Company. It is further understood and agreed that Company cannot, and does not, make any guaranty or assurance that it will become, or assign the rights to this Agreement to, a publicly traded company.

(d) Should the Company not become, or otherwise assign the rights to this Agreement to, a publicly traded company during the Initial Term, the parties agree to negotiate reasonably and in good faith an alternative structure ("Alternative Compensation Agreement"), which shall be memorialized, if at all, in an amendment to this Agreement.

(e) Company may deliver by email all documents relating to the Plan, the RSU grant agreement, Employee's shares and/or RSUs with respect to shares (including, without limitation, prospectuses and other documents required by the Securities and Exchange Commission and/or other applicable regulatory agencies), and/or all other documents that Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). Employee also agrees that Company may deliver these documents by posting them on a web site maintained by Company or by a third party under contract with Company. If Company posts these documents on a web site, it will notify Employee by email.

5. **BENEFITS.**

(a) During the Term, Employee's annual rate of paid time off shall be in accordance with Company's corporate policy and will be pro-rated during the first calendar year. Any accrued but unused paid time off shall be paid to Employee no later than thirty (30) days following termination of Employee's employment. Employee shall also be eligible for all other holiday and leave pay generally available to other employees of the Company.

(b) Employee and eligible dependents may participate in Company's existing employee benefit plans beginning the first of the month following 60 days of employment. Employee will be eligible to participate in additional benefit programs as they are established and become effective, subject to the terms and conditions of such plans and programs.

(c) The Company will reimburse Employee for all reasonable business expenses that Employee incurs in the performance of Employee's duties and responsibilities, in accordance with the Company's business expense reimbursement policies as in effect from time to time.

6. **TERMINATION OF EMPLOYMENT.**

(a) The Employee's employment by the Company, and the Term hereof, may be terminated at any time (i) by the Company with or without Cause (as defined in Section 6(f)), (ii) by the Company in the event that the Employee has incurred a Disability (as defined in Section 6(f)), (iii) by the Employee with Good Reason (as defined in Section 6(f)), (iv) by the Employee without Good Reason, or (v) due to the Employee's death. The termination of the Employee's employment with the Company for any reason shall constitute the Employee's resignation from (A) any director, officer or employee position the Employee has with the Company or any of its affiliates and (B) all fiduciary positions (including as a trustee) the Employee holds with respect to any employee benefit plans or trusts established by the Company or any of its affiliates. The Employee agrees that this Agreement shall serve as written notice of resignation in this circumstance.

(b) Any termination of the Employee's employment under this Agreement (other than because of the Employee's death) shall be communicated by written notice of termination from the terminating party to the other party, which termination shall be effective (i) no less than thirty (30) days following delivery of such notice in the event of a termination by the Employee for Good Reason (subject to the definition of "Good Reason" set forth in Section 6(f)) or by the Company without Cause or due to Disability (provided that the Company shall be entitled to pay the Employee Base Salary in lieu of such notice) or (ii) immediately in the event of a termination by the Company with Cause or resignation by the Employee without Good Reason. The notice of termination shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination and shall state the specific reason(s) why the termination is being initiated.

(c) If Employee's employment is terminated during the Term, by the Company for Cause or due to Disability, or by the Employee without Good Reason, or due to Employee's death (the date of such termination being referred to as the "Severance Date"), the Company shall have no further obligation to make or provide to the Employee (or to the Employee's estate in the case of death), and the Employee (or his or her estate, as applicable) shall have no further right to receive or obtain from the Company, any payments or benefits other than payment, within 30 days after the Severance Date, of (i) any Base Salary that had accrued but had not been paid (including accrued and unpaid vacation time) on or before the Severance Date; and (ii) any reimbursement due to the Employee for business expenses incurred by the Employee on or before the Severance Date, in accordance with the terms of the Company's expense reimbursement policy as in effect at the time (the "Accrued Obligations").

(d) If Employee's employment is terminated during the Term, but more than 30 days after the Effective Date, by the Company without Cause or by the Employee with Good Reason, the Company shall pay the Employee, in addition to the Accrued Obligations, an amount equal to one (1) month of Base Salary at the rate in effect on the Severance Date (the "Severance Benefit"). The Company will pay the Severance Benefit, subject to Section 6(e) of this Agreement, to the Employee in a single lump sum payment with the first regular payroll paid after the 30th day following Employee's Severance Date. Notwithstanding the foregoing, if Employee breaches Employee's obligations under this Agreement or any other Company document entered into between the Company and the Employee, the Employee shall no longer be entitled to receive, and the Company shall no longer be obligated to pay, any unpaid portion of the Severance Benefit as of the date of such breach. During the pendency of any dispute with respect to payment of the Severance Benefit the Company will be entitled to withhold any payments pursuant to this Section 6.

(e) As a condition precedent to any Company obligation to the Employee pursuant to Section 6(d), the Employee shall, within thirty (30) days following his last day of employment with the Company (the full 30-day period being the "Release Period"), execute, and not revoke within the applicable revocation period which ends prior to the end of the Release Period, and provide the Company with, a valid, executed general release substantially in the form presented by the Company at the time of his or her termination.

(f) Certain defined terms:

(i) “Cause” means: (A) gross misconduct by the Employee which results in loss, damage or injury to the Company or any of its affiliates, its goodwill, business or reputation; (B) the commission or attempted commission of an act of embezzlement, fraud or breach of fiduciary duty which results in loss, damage or injury to the Company or any of its affiliates, its goodwill, business or reputation; (C) the unauthorized disclosure or misappropriation of any trade secret or confidential information of the Company, any of its affiliate or any third party who has a business relationship with the Company; (D) the Employee’s conviction of or plea of nolo contendere to, a felony under any state or federal law which materially interferes with such Employee’s ability to perform his or her services for the Company or any of its affiliates or which results in loss, damage or injury to the Company or any of its affiliates, its goodwill, business or reputation; (E) the violation (or potential violation) by the Employee, in any material respect, of a non-competition, non-solicitation, non-disclosure or assignment of inventions covenant between the Employee and the Company or any of its affiliates; (F) the Employee’s failure to perform the Employee’s assigned duties and responsibilities to the reasonable satisfaction of the Company which failure continues, in the reasonable judgment of the Company, after written notice is given to the Employee by the Company; or (G) the use of controlled substances, illicit drugs, alcohol or other substances or behavior which interferes with the Employee’s ability to perform his or her services for the Company or any of its affiliates or which otherwise results in loss, damage or injury to the Company or any of its affiliates, its goodwill, business or reputation. Any determination of whether Cause exists shall be made by the Board in its sole discretion.

(ii) “Disability” means a physical or mental impairment which, as reasonably determined by the Company in good faith, renders the Employee unable to perform the essential functions of his or her employment with the Company, even with reasonable accommodation that does not impose an undue hardship on the Company, for more than one hundred and eighty (180) days in any three hundred and sixty-five (365) day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

(iii) “Good Reason” means, without Employee’s written consent, (A) any material diminution in Employee’s position, authority, duties or responsibilities with the Company as set forth herein; (B) the assignment to Employee of duties materially inconsistent with Employee’s position, authority, duties or responsibilities with the Company as set forth herein; or (C) any reduction in Base Salary, other than a less than 10% reduction applicable to other executives of the Company. Employee may not terminate employment for Good Reason unless Employee provides written notice of the event or events alleged to constitute Good Reason within thirty (30) days after the initial occurrence thereof. Upon Employee’s provision of written notice, Company shall have ten (10) days to cure the condition or conditions giving rise to Employee’s claim of Good Reason, and if not cured within such period, Employee’s termination will be effective upon the expiration of such cure period.

7. **POST-EMPLOYMENT ACTIVITIES.** Commencing on the day following the Severance Date, Employee (i) shall remove any reference to the Company as Employee’s current employer from any social media or other web- or cloud-based source Employee either directly or indirectly controls, including, but not limited to, LinkedIn, Facebook and Google+, and (ii) will not represent that Employee is currently employed by the Company to any person or entity, including, but not limited to, on any social media or other web- or cloud-based source Employee either directly or indirectly controls.

8. CHOICE OF LAW, FORUM, CONDITIONS PRECEDENT, BINDING ARBITRATION, SEVERABILITY. This Agreement shall be deemed to have been executed and delivered within the State of Florida. The rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida, without regard to its conflicts of laws. If any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement.

Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by confidential binding arbitration in Ft. Lauderdale, Florida, before one mutually selected arbitrator. The arbitrator must be a retired judge from the United States federal judiciary. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rule. Notwithstanding the arbitrator's ability to deviate from any of the Expedited Procedures, the Parties specifically agree that each side will be limited to one fact-witness deposition and one expert witness deposition. E-discovery and document production is limited in strict adherence to the Expedited Procedures except that, upon election by Employer and in Employer's sole discretion, each Party shall be permitted to serve on the other Party no more than ten interrogatories and ten requests for admissions which are narrowly tailored to dispositive issues. Judgment on the Award may be entered in the state or federal courts located in Broward County, Florida. The Arbitrator shall designate prevailing and non-prevailing party(s) to the arbitration and order the non-prevailing party(s) to pay all of the costs and attorney's fees incurred by the prevailing party(s) in connection with the Arbitration.

Prior to submitting any claims to JAMS for resolution, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements contained herein. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this paragraph are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling. If the matter is not resolved by negotiation pursuant to this paragraph then the matter will proceed to mediation as set forth in the following paragraph.

The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation (if the claims have not been resolved in accordance with the preceding paragraph), and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements contained herein. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

By initialing below, the Parties confirm they have read and understand this good-faith negotiation, mediation, and arbitration provision, and voluntarily agree to the procedures set forth above, including binding arbitration of all claims other than those relating to Company's Confidential Information pursuant to the Confidentiality Agreement. In doing so, the parties voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Employee has the right to have an independent lawyer of the Employee's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision below or signing this Agreement.

9 . **OWNERSHIP.** Employee's work product and the results and proceeds of Employee's services to Company shall be deemed a so-called "work for hire" specially prepared exclusively for Company at Company's instance and expense. Company shall solely and exclusively own and control in its sole discretion throughout the Universe in perpetuity all rights and title in and to such results and proceeds, now known and hereafter devised, including all right, title and interest of every kind and nature, including the copyright, trademarks and other protectable intellectual property, relating in any way to or otherwise comprising any element of the results and proceeds of Employee's services in whatever stage of completion.

10. **REPRESENTATIONS AND WARRANTIES.**

(a) Employee represents and warrants that: (i) he or she is free to enter into this Agreement and does not have any commitments or obligations that might interfere with his or her full compliance with the material terms and conditions of this Agreement; (ii) he or she will not accept any commitment or enter into any agreement that might or will interfere with his or her full compliance with the terms and conditions hereunder; (iii) his or her engagement hereunder does not violate the rights of any third party, and that at no time has Company induced or otherwise encouraged Employee to breach any contractual commitment to any third party; *and* (iv) any material or intellectual property furnished by Employee to Company hereunder will not violate or infringe upon the rights of any third party.

(b) Company represents and warrants it has the right to enter into this Agreement and will honor its obligations to Employee as specifically outlined herein.

11. **REMEDIES.**

(a) Employee's services and the rights herein granted to Company are of a unique character of such value that the loss of these services may not adequately be compensated in damages in an action at law, and a breach by Employee of this Agreement will cause irreparable injury. Company, therefore, shall be entitled to seek equitable and/or injunctive relief by way of temporary restraining order, preliminary or permanent injunction or otherwise to prevent the breach of this Agreement or the Confidentiality Agreement (as defined below) and to secure their enforcement.

(b) The sole right of Employee as to any breach or alleged breach by Company shall be the recovery of monetary damages, and the rights granted to Company by Employee under this Agreement shall not terminate by reason of such breach. Company may choose not to use Employee's services or the results and proceeds thereof by terminating all of Company's obligations under this Agreement except for any payments that have accrued or that are otherwise guaranteed hereunder for services rendered, but which have yet been paid.

12. ASSIGNMENT. Company may assign this Agreement and/or its obligations and/or rights under this Agreement in whole or in part, or lend Employee's services, to any party, and this Agreement may be reassigned by any assignee of such party. This Agreement shall inure not only to Company's benefit, but also to the benefit of all parties who may hereafter acquire the right from or through Company to use and/or exploit any of the results and proceeds of Employee's services. The term "Company" as used herein includes such successors and assigns. Employee shall not have the right to assign his obligations under this Agreement, in whole or in part, to any party.

13. CONFIDENTIALITY. Employee acknowledges that Employee has signed that certain Employee Non-Disclosure/Confidentiality Agreement and Assignment of Inventions Agreement (the "Confidentiality Agreement," a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by this reference), and Employee understands and agrees the Confidentiality Agreement shall remain in full force and effect during and after the Term of this Agreement.

14. ENTIRE AGREEMENT/MISCELLANEOUS.

(a) Without limiting the foregoing, any provision of this Agreement that is invalid, illegal, or unenforceable in any jurisdiction, as to that jurisdiction will be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction, or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(b) Employee shall be added as an additional insured, if applicable, to any so-called Directors and Officers, Errors and Omissions, and General Liability Insurance Policies taken out by Company in connection with its business operations.

(c) Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local income, employment, or other taxes or other amounts as may be required to be withheld or deducted pursuant to any applicable law, regulation or contract.

(d) All payments provided under this Agreement, other than payments made pursuant to a plan which provides otherwise, shall be paid in cash from the general assets of the Company, and no special or separate fund shall be established, and no other segregation of assets shall be made, to assure payment. The Employee shall have no right, title or interest whatsoever in or to any investments which the Company may make to aid the Company in meeting its obligations hereunder. To the extent that any person acquires a right to receive payments from the Company hereunder, such right shall be no greater than the right of an unsecured creditor of the Company.

(e) This Agreement and the Confidentiality Agreement express the entire understanding of the parties hereto and replace any and all former and contemporaneous agreements, understandings or representations between the Parties. No modification, alteration or amendment of this Agreement will be valid or binding unless in writing and signed by Company and Employee.

(f) Any notice or communication required or permitted under this Agreement will be made in writing and (i) sent by reputable overnight courier, or (ii) mailed by overnight U.S. express mail, return receipt requested. Any notice or communication to Employee will be sent to the address contained in Employee's personnel file. Any notice or communication to the Company will be sent to the Company's principal executive offices, to the attention of the Chief Executive Officer of the Company with a copy to Company's internal legal department. Notwithstanding the foregoing, either party may change the address for notices or communications hereunder by providing written notice to the other in the manner specified in this paragraph.

(g) The waiver by either Party of any right hereunder or of any breach by the other Party will not be deemed a waiver of any other right hereunder or of any other breach by the other Party. No waiver will be deemed to have occurred unless set forth in writing. No waiver will constitute a continuing waiver unless specifically stated, and any waiver will operate only as to the specific term or condition waived.

(h) All payments that may be made and benefits that may be provided pursuant to this Agreement are intended to qualify for an exclusion from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and any related regulations or other pronouncements thereunder and, to the extent not excluded, to meet the requirements of Section 409A of the Code. Any payments made under this Agreement which are paid on or before the last day of the applicable period for the short-term deferral exclusion under Treas. Reg. Section 1.409A-1(b)(4) are intended to be excluded under such short-term deferral exclusion. Each payment made under Section 6 shall be treated as a "separate payment", as defined in Treas. Reg. Section 1.409A-2(b)(2), for purposes of Code Section 409A. For purposes of this Agreement a separation from service or termination of employment means a "Separation from Service" within the meaning of Code Section 409A and the regulations and other published guidance thereunder (including Treasury Regulation §1.409A-1(h)). Further notwithstanding anything to the contrary, all severance payments payable under the provisions of Section 6 shall be paid to the Employee no later than the last day of the second calendar year following the calendar year in which occurs the date of Employee's termination of employment. None of the payments under this Agreement are intended to result in the inclusion in Employee's federal gross income on account of a failure under Section 409A(a)(1) of the Code. The Parties intend to administer and interpret this Agreement to carry out such intentions. However, Company does not represent, warrant or guarantee that any payments that may be made pursuant to this Agreement will not result in inclusion in Employee's gross income, or any penalty, pursuant to Section 409A(a)(1) of the Code or any similar state statute or regulation. In no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee or any other person on account of non-compliance with Code Section 409A or any similar state statutes. Notwithstanding any other provision of this Agreement, to the extent that the right to any payment (including the provision of benefits) hereunder provides for the "deferral of compensation" within the meaning of Section 409A(d)(1) of the Code, the payment shall be paid (or provided) in accordance with the following:

(i) If the Employee is a "Specified Employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code on the date of the Employee's separation from service (the "Separation Date"), and if an exemption from the six (6) month delay requirement of Code Section 409A(a)(2)(B)(i) is not available, then no such payment shall be made or commence during the period beginning on the Separation Date and ending on the date that is six months following the Separation Date or, if earlier, on the date of the Employee's death. The amount of any payment that would otherwise be paid to the Employee during this period shall instead be paid to the Employee on the first payroll date following the end of the period. Each payment hereunder is intended to constitute a separate payment from each other payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

(ii) Payments with respect to reimbursements of expenses or benefits or provision of fringe or other in-kind benefits shall be made on or before the last day of the calendar year following the calendar year in which the relevant expense or benefit is incurred. The amount of expenses or benefits eligible for reimbursement, payment or provision during a calendar year shall not affect the expenses or benefits eligible for reimbursement, payment or provision in any other calendar year.

(i) Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders. The section headings of, and titles of paragraphs and subparagraphs contained in, this Agreement are for the purpose of convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.

(j) Each Party recognizes that this is a legally binding contract and Employee acknowledges and agrees that Employee has been advised by the Company to consult legal counsel of Employee's choice in connection with reviewing and negotiating the terms of this Agreement and the Confidentiality Agreement and that Employee has read and understands this Agreement and is entering into it freely and voluntarily.

(k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I UNDERSTAND I HAVE THE RIGHT TO OBTAIN AN ATTORNEY AT MY EXPENSE TO REVIEW THIS AGREEMENT BEFORE ACCEPTING IT. I WAS NOT COERCED IN ANY MANNER TO SIGN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature this instrument.

EMPLOYEE:

/s/ Vladimir Novachki
NAME: Vladimir Novachki

1/12/2023
DATE

TRUMP MEDIA & TECHNOLOGY GROUP CORP.

By: /s/ Phillip Juhan
Phillip Juhan, Authorized Representative

1/16/2023
DATE

By: /s/ Devin Nunes
Devin Nunes, Authorized Representative

1/16/2023
DATE

Amendment to Employment Agreement

WHEREAS, Trump Media & Technology Group Corp. (“Company,” or “TMTG”) and Vladimir Novachki (“Employee”), entered into an employment agreement made effective as of January 16, 2023 (“Agreement”); and

WHEREAS, Company and Employee now desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and intending to be legally bound, Company and Employee agree as follows, as of the date of the last signature hereto:

1. Section 2 of the Agreement is hereby amended by deleting “Chief Information Officer” and replacing it with “Chief Technology Officer”.
2. Section 3(a) of the Agreement is hereby amended by adding the following at the after “\$300,000.”:

“Effective as of the date of the closing of Company’s anticipated business combination with Digital World Acquisition Corp. (“DWAC”) (“Closing Date”), Employee’s Base Salary shall automatically increase to an annualized rate of \$365,000.”

3. Section 3 of the Agreement is hereby amended by adding the following as Section 3(d):

“Following and contingent upon the closing of the first of the following to occur after March 6, 2024: (i) a merger between the Company and a Special Purpose Acquisition Company, including, without limitation, the Company’s anticipated business combination with DWAC, (ii) an initial public offering; (iii) a Qualified Private Equity Raise, or (iv) a Change of Control, Employee shall receive a one-time retention bonus of \$600,000. The retention bonus shall be paid in a single lump sum cash payment, less applicable tax and other withholdings, as soon as practicable, and in any event within 30 days, after such closing. In the event of a business combination between the Company and DWAC, such retention bonus shall be paid in accordance with the Retention Bonus Agreement, effective as of February 12, 2024, between DWAC and the Company, provided, however, that the definition of “Cause” herein shall also serve as a definition of “Good Cause” for purposes of such Retention Bonus Agreement. For the purposes of the foregoing, “Qualified Private Equity Raise” means one transaction, or a series of related transactions, whereby more than Fifty Million United States Dollars (US\$50,000,000) is invested in the Company; and the term “Change of Control” means a (i) a merger or consolidation of the Company with another entity, unless the Company’s stockholders immediately before such or merger or consolidation own at least 50% of the stock of the resulting entity; or (ii) a sale, transfer, exclusive license or other disposition of all or substantially all of the Company’s assets.”

4. Section 4 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

“Equity Compensation. Following the Closing Date, Employee shall be eligible to receive equity awards pursuant to and in accordance with the Trump Media & Technology Group Corp. 2024 Equity Incentive Plan, as such may be amended, supplemented or modified from time to time.”

5. Section 14(e) of the Agreement is hereby amended by adding the following at the end:

“For the avoidance of doubt, Company and Employee acknowledge and affirm the validity of that certain amended and restated convertible promissory note dated March 7, 2024, made by Company in favor of Employee.”

Additionally, pursuant to Section 1 of the Agreement, Company and Employee acknowledge that the Initial Term of the Agreement has concluded, and the Agreement has automatically renewed for an additional one-year term.

COMPANY

By: /s/ Scott Glabe

Scott Glabe, General Counsel

DATE: 3/8/2024

EMPLOYEE

By: /s/ Vladimir Novachki

Vladimir Novachki

DATE: 3/8/2024

LIST OF SUBSIDIARIES OF TRUMP MEDIA & TECHNOLOGY GROUP CORP.

Entity Name	Jurisdiction of Incorporation
TMTG Sub Inc.	Florida
T Media Tech LLC	Florida
T Plus, Inc.	Florida
Truth.Fi LLC	Florida
Trump Media Group, LLC	Florida
T Media Sub, Inc.	Florida

SEMPLÉ, MARCHAL & COOPER, LLP
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

3101 NORTH CENTRAL AVENUE, SUITE 1600, PHOENIX, ARIZONA 85012

Consent of Independent Registered Public Accounting Firm

We consent to the use in the Registration Statements on Form S-3 (No. 333-286327 and No. 333-287813), and in the Registration Statements on Form S-1 (No. 333-283005 and No. 333-292796) of Trump Media & Technology Group Corp. (the “Company”) of our reports dated February 27, 2026, with respect to the consolidated financial statements of the Company and the effectiveness of the Company’s internal control over financial reporting, included in its Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the U.S. Securities and Exchange Commission.

We also consent to the reference to us under the caption “Experts” in such Registration Statements.

/s/ Semple, Marchal & Cooper, LLP

Certified Public Accountants

Phoenix, Arizona
February 27, 2026

TEL 602-241-1500 • FAX 602-234-1867 • WWW.SEMPLECPA.COM

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Devin Nunes, certify that:

1. I have reviewed this Annual Report on Form 10-K of Trump Media & Technology Group Corp.;

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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

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

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

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

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

Date: February 27, 2026

/s/ Devin Nunes

Devin Nunes
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Phillip Juhan, certify that:

1. I have reviewed this Annual Report on Form 10-K of Trump Media & Technology Group Corp.;

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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

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

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

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

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

Date: February 27, 2026

/s/ Phillip Juhan

Phillip Juhan

Chief Financial Officer

(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Trump Media & Technology Group Corp. (the "Company"), for the year ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Devin Nunes, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the periods covered by the Report.

Date: February 27, 2026

By: /s/ Devin Nunes
Devin Nunes
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Trump Media & Technology Group Corp. (the "Company"), for the year ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Phillip Juhan, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the periods covered by the Report.

Date: February 27, 2026

By: /s/ Phillip Juhan
Phillip Juhan
Chief Financial Officer
(Principal Financial and Accounting Officer)
