

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

FORM 20-F

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(B) OR 12(G) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

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

For the year ended December 31, 2024

OR

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

OR

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

For the transition period from to

Commission file number 333-256665

ABITS GROUP INC

(Exact name of Registrant as specified in its charter)

British Virgin Islands

(Jurisdiction of incorporation or organization)

**Level 24 Lee Garden One 33 Hysan
Avenue Causeway Bay Hong Kong SAR**
(Address of principal executive offices)

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(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	Symbol	Name of each exchange on which registered
Ordinary shares, no par value per share	ABTS	Nasdaq Capital Market

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

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer’s classes of capital or common stock as of the close of the period covered by the transition report: 2,370,139 ordinary shares as of December 31, 2024 (retroactively adjusted to reflect the one-for-fifteen share consolidation effected on March 10, 2025).

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes ☒ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ 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 (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” and “emerging growth company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒

Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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: ☐

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

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 which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☒ International Financial Reporting Standards as issued by the International Accounting Standards Board ☐ Other ☐

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934).

☐ Yes ☒ No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

☐ Yes ☐ No

**ABITS GROUP INC
FORM 20-F ANNUAL REPORT**

TABLE OF CONTENTS

	Page
<u>PART I</u>	
Item 1. <u>Identity of Directors, Senior Management and Advisers</u>	1
Item 2. <u>Offer Statistics and Expected Timetable</u>	1
Item 3. <u>Key Information</u>	1
Item 4. <u>Information on The Company</u>	32
Item 4A. <u>Unresolved Staff Comments</u>	37
Item 5. <u>Operating and Financial Review and Prospects</u>	37
Item 6. <u>Directors, Senior Management and Employees</u>	38
Item 7. <u>Major Shareholders and Related Party Transactions</u>	44
Item 8. <u>Financial Information</u>	45
Item 9. <u>The Offer and Listing</u>	45
Item 10. <u>Additional Information</u>	46
Item 11. <u>Quantitative and Qualitative Disclosures About Market Risk</u>	55
Item 12. <u>Description of Securities Other Than Equity Securities</u>	55
<u>PART II</u>	
Item 13. <u>Defaults, Dividend Arrearages and Delinquencies</u>	55
Item 14. <u>Material Modifications to The Rights of Security Holders and Use of Proceeds</u>	55
Item 15. <u>Controls and Procedures</u>	56
Item 16. <u>[Reserved]</u>	57
Item 16A. <u>Audit Committee Financial Expert</u>	57
Item 16B. <u>Code of Ethics</u>	57
Item 16C. <u>Principal Accountant Fees and Services</u>	58
Item 16D. <u>Exemptions from The Listing Standards for Audit Committees</u>	58
Item 16E. <u>Purchases of Equity Securities by The Issuer and Affiliated Purchasers</u>	58
Item 16F. <u>Change in Registrant's Certifying Accountant</u>	58
Item 16G. <u>Corporate Governance</u>	59
Item 16H. <u>Mine Safety Disclosure</u>	59
ITEM 16I. <u>Disclosure Regarding Foreign Jurisdictions that Prevent Inspections</u>	59
ITEM 16J. <u>Insider Trading Policy</u>	59
ITEM 16K. <u>Cybersecurity</u>	59
<u>PART III</u>	
Item 17. <u>Financial Statements</u>	60
Item 18. <u>Financial Statements</u>	60
Item 19. <u>Exhibits</u>	60

PART I

CERTAIN INFORMATION

In this annual report on Form 20-F, unless otherwise indicated, “we,” “us,” “our,” the “Company,” “Moxian BVI” and “Moxian” refer to Abits Group Inc, a company incorporated in the British Virgin Islands, and when describing the financial results of Abits Group Inc, also includes its consolidated subsidiaries, unless the context indicates otherwise..

References to “subsidiaries” are to:

- Abit Hong Kong Limited (“Abit Hong Kong”), a company established under the laws of Hong Kong SAR and a wholly-owned subsidiary of Abits Group Inc;
- Abit USA, Inc (“Abit USA”), a company incorporated in the State of Delaware, and a wholly-owned subsidiary of Abit Hong Kong;
- Beijing Bitmatrix Technology Co. Ltd. (“Bitmatrix”), a company incorporated under the laws of the People’s Republic of China and a wholly-owned subsidiary of Abit Hong Kong
- Abits Inc (“Abit”), a company incorporated in the State of Delaware, and a wholly-owned subsidiary of Abit Hong Kong;

Unless the context indicates otherwise, all references to “China” and the “PRC” refer to the People’s Republic of China, all references to “Renminbi” or “RMB” are to the legal currency of the People’s Republic of China, all references to “U.S. dollars,” “dollars” and “\$” are to the legal currency of the United States. This annual report contains translations of Renminbi amounts into U.S. dollars at specified rates solely for the convenience of the reader. We make no representation that the Renminbi or U.S. dollar amounts referred to in this report could have been or could be converted into U.S. dollars or Renminbi, as the case may be, at any particular rate or at all.

FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements” for purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 that represent our beliefs, projections and predictions about future events. All statements other than statements of historical fact are “forward-looking statements,” including any projections of earnings, revenue or other financial items, any statements of the plans, strategies and objectives of management for future operations, any statements concerning proposed new projects or other developments, any statements regarding future economic conditions or performance, any statements of management’s beliefs, goals, strategies, intentions and objectives, and any statements of assumptions underlying any of the foregoing. Words such as “may,” “will,” “should,” “could,” “would,” “predicts,” “potential,” “continue,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates” and similar expressions, as well as statements in the future tense, identify forward-looking statements.

These statements are necessarily subjective and involve known and unknown risks, uncertainties and other important factors that could cause our actual results, performance or achievements, or industry results, to differ materially from any future results, performance or achievements described in or implied by such statements. Actual results may differ materially from expected results described in our forward-looking statements, including with respect to correct measurement and identification of factors affecting our business or the extent of their likely impact, and the accuracy and completeness of the publicly available information with respect to the factors upon which our business strategy is based or the success of our business.

Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of whether, or the times by which, our performance or results may be achieved. Forward-looking statements are based on information available at the time those statements are made and management’s belief as of that time with respect to future events and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Important factors that could cause such differences include, but are not limited to, those factors discussed under the headings “Risk Factors,” “Operating and Financial Review and Prospects,” and elsewhere in this report.

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not Applicable for annual reports on Form 20-F.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable for annual reports on Form 20-F.

ITEM 3. KEY INFORMATION

Our Corporate Structure

Abits Group Inc, or Abits, is a British Virgin Islands holding company (the “Company”) resulting from a merger with its U.S. domiciled parent holding company in August 2021. As a holding company with no material operations of its own, the Company conducts its operations in the United States through its subsidiaries, Abit USA, Inc. and Abits Inc.

In July 2022, the Company divested its entire interest in Moxian (Hong Kong) Limited, or Moxian HK, with the result that it no longer has any substantial business operations in the PRC, other than certain administrative functions supported by a wholly owned indirect subsidiary located in Beijing. To reflect that change, the Company changed its name to Abits Group Inc as it now solely operates in the bitcoin mining industry, with principal operations in the United States through its wholly-owned subsidiary, Abit USA, Inc.

As of the date of this report, we have the following wholly-owned subsidiaries:

Subsidiary	Jurisdiction of incorporation
Abit Hong Kong Limited	Hong Kong
Abit USA, Inc.	Delaware
Abits Inc.	Delaware
Beijing Bitmatrix Technology Co. Ltd.	China

The Holding Foreign Companies Accountable Act

Trading in our securities may be prohibited under the Holding Foreign Companies Accountable Act (“HFCAA”), as amended by the Consolidated Appropriations Act, 2023, and related regulations if the PCAOB determines that it cannot inspect or investigate completely our auditor for a period of two consecutive years, and that as a result an exchange may determine to delist our securities.

As part of a continued regulatory focus in the U.S. on access to audit and other information protected by national law, in June 2019, a bipartisan group of lawmakers introduced bills in the U.S. Congress that would require the SEC to maintain a list of issuers for which the PCAOB is not able to inspect or investigate an auditor report issued by a foreign public accounting firm. On May 20, 2020, the U.S. Senate passed the HFCAA. The HFCAA was approved by the U.S. House of Representatives on December 2, 2020. On December 18, 2020, the HFCAA was signed into law by the U.S. President. The HFCAA requires the SEC to prohibit foreign companies from listing securities on U.S. securities exchanges if a company retains a foreign accounting firm that cannot be inspected by the PCAOB for three consecutive years beginning in 2021. On March 24, 2021, the SEC adopted interim final rules relating to the implementation of the disclosure and documentation requirements of the HFCAA.

On June 22, 2021, the U.S. Senate passed the Accelerating Holding Foreign Companies Accountable Act (“AHFCAA”) and on December 29, 2022, the Consolidated Appropriations Act was signed into law by the U.S. President, which contained a provision identical to the AHFCAA and amended the HFCAA by requiring the SEC to prohibit an issuer’s securities from trading on any U.S. stock exchanges if its auditor is not subject to PCAOB inspections for two consecutive years instead of three, thus reducing the time before an issuer’s securities may be prohibited from trading or delisted. On December 2, 2021, the SEC issued amendments to finalize rules implementing the submission and disclosure requirements in the HFCAA. The rules apply to registrants that the SEC identifies as having filed an annual report with an audit report issued by a registered public accounting firm that is located in a foreign jurisdiction and that PCAOB is unable to inspect or investigate completely because of a position taken by an authority in foreign jurisdictions.

Pursuant to the HFCAA, on December 16, 2021, the PCAOB issued a report on its determinations that it was unable to inspect or investigate completely PCAOB-registered public accounting firms headquartered in mainland China and in Hong Kong because of positions taken by mainland China and Hong Kong authorities in those jurisdictions, and identified the registered public accounting firms in mainland China and Hong Kong that were subject to such determinations. On June 14, 2022, we were conclusively identified by the SEC as a Commission-Identified Issuer under the HFCAA following the filing of our annual report on Form 20-F for the fiscal year ended December 31, 2021, which contained the audit report issued by Centurion ZD CPA & Co. (“Centurion”), a registered public accounting firm headquartered in Hong Kong that the PCAOB had determined it was previously unable to inspect or investigate completely because of a position taken by an authority in such jurisdiction. Effective June 30, 2022, we appointed Audit Alliance LLP (“Audit Alliance”) as our independent registered public accounting firm for the fiscal year ended December 31, 2022 and accepted the resignation of Centurion, effective on the same date. Audit Alliance was not among the registered public accounting firms listed on the determination list issued by the PCAOB.

On August 26, 2022, the PCAOB signed a Statement of Protocol (SOP) Agreement with the CSRC and the Ministry of Finance, or the MOF, of the PRC regarding cooperation in the oversight of PCAOB-registered public accounting firms in the PRC and Hong Kong to establish a method for the PCAOB to conduct inspections of PCAOB-registered public accounting firms in the PRC and Hong Kong. Pursuant to the fact sheet with respect to the Protocol disclosed by the SEC, the PCAOB has independent discretion to select any issuer audits for inspection or investigation and has the unfettered ability to transfer information to the SEC. On December 15, 2022, the PCAOB determined that the PCAOB was able to secure complete access to inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong and vacated its previous 2021 adverse determinations. However, should the PCAOB fails to have complete access in the future, the PCAOB will consider the need to issue a new determination.

Our current auditor, Audit Alliance LLP, is based in the Republic of Singapore and gives complete access to the PCAOB on a regular basis. Our auditor is not among the PCAOB-registered public accounting firms headquartered in the PRC or Hong Kong that are subject to PCAOB’s determination. Notwithstanding the foregoing, in the future, if the PCAOB determines that it is unable to inspect or investigate our auditor completely, or if there is any regulatory change or step taken by any regulators that does not permit our auditor to provide audit documentations to the PCAOB for inspection or investigation, our investors would be deprived of the benefits of such inspection. Any audit reports not issued by auditors that are completely inspected or investigated by the PCAOB, or a lack of PCAOB inspections of audit work undertaken in mainland China or Hong Kong that prevents the PCAOB from regularly evaluating our auditors’ audits and their quality control procedures, could result in a lack of assurance that our financial statements and disclosures are adequate and accurate, which could result in restriction to our access to the U.S. capital markets, and trading of our securities, including trading on the national exchange or “over-the-counter” markets, may be prohibited under the HFCAA.

Foreign Private Issuer

As an offshore holding company incorporated in the British Virgin Islands, we are qualified as a “foreign private issuer” within the meaning of the rules under the Exchange Act. As such, we are exempt from certain rules under the Exchange Act that are applicable to U.S. domestic issuers. Moreover, we are not required to provide as many Exchange Act reports, or as frequently or as promptly, as U.S. domestic issuers. We are also not required to provide the same level of disclosure on certain issues. In addition, as a company incorporated in the British Virgin Islands, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from that applied to the U.S. domestic issuers under the Nasdaq listing rules. These exemptions and practices may afford less protection to our shareholders than they would enjoy if we were a U.S. domestic issuer.

Permissions Required from the PRC Authorities

We conduct substantially all of our business operations in the United States through our U.S. subsidiaries. Our PRC subsidiary, Bitmatrix, provides limited in-house administrative support to us and our other subsidiaries and does not conduct any revenue generating business. As of the date of this report, Bitmatrix is required to obtain, and has obtained, a business license, and we are not aware that Bitmatrix is required to obtain any other permission or approval from the PRC authorities or any permission or approval has been denied.

While Bitmatrix does not conduct substantial business operations and its function is limited solely to intra-subsidary administrative support, certain PRC laws and regulations may be applicable to it as a PRC company.

On February 17, 2023, China Securities Regulatory Commission (the “CSRC”) promulgated the Trial Administrative Measures of the Overseas Securities Offering and Listing by Domestic Companies, or the Trial Measures, and the relevant five guidelines, which became effective on March 31, 2023. Pursuant to the Trial Measures, PRC domestic companies that seek to offer and list securities in overseas markets, either in direct or indirect means, are required to complete the filing procedure with the CSRC and report relevant information. The Trial Measures provides that if the issuer meets both of the following criteria, the overseas securities offering and listing conducted by such issuer will be deemed as indirect overseas offering by PRC domestic companies: (i) 50% or more of any of the issuer’s operating revenue, total profit, total assets or net assets as documented in its audited consolidated financial statements for the most recent fiscal year is accounted for by domestic companies; and (ii) the main parts of the issuer’s business activities are conducted in mainland China, or its main place(s) of business are located in mainland China, or the majority of senior management staff in charge of its business operations and management are PRC citizens or have their usual place(s) of residence located in mainland China. As advised by Jincheng Tongda & Neal, our counsel as to PRC law, under current PRC laws, regulations and rules, neither we nor our PRC subsidiary is required to submit applications for the approval of the CSRC in connection with our securities offerings based on the facts that (i) we are a company incorporated in the British Virgin Islands, with none of our operating revenue, 1% of our total loss, 2% of our total assets or 3% of our net assets in the fiscal year ended December 31, 2024 generated from mainland China; (ii) our business activities are not primarily conducted in mainland China, the main places of the our business are located outside mainland China; and the majority of our senior management members managing our bitcoin mining operations are non-PRC citizens and have their usual places of residence located outside mainland China. Our CEO, Mr. Deng, maintains his residence in the U.S. and spends a significant amount of time each year in the U.S. overseeing and managing the overall operations of our bitcoin mining business. Our CFO, Mr. Tan, is neither a PRC citizen nor maintains his usual place of residence in mainland China. The senior management member in charge of our bitcoin mining operations, Mr. Phillip Hicks, is a U.S. citizen residing in the U.S.

On July 7, 2022, the Cyberspace Administration of China (“CAC”) issued the Measures for Security Assessment of Cross-border Data Transfer, or the Measures, which took effect on September 1, 2022. According to the Measures, in addition to the self-risk assessment requirement for provision of any data outside Mainland China, a data processor shall apply to the competent cyberspace department for data security assessment and clearance of outbound data transfer in any of the following events: (i) outbound transfer of important data by a data processor; (ii) outbound transfer of personal information by an operator of critical information infrastructure or a data processor which has processed more than one million users’ personal data; (iii) outbound transfer of personal information by a data processor which has made outbound transfers of more than one hundred thousand users’ personal information or more than ten thousand users’ sensitive personal information cumulatively since January 1 of the previous year; (iv) such other circumstances where ex-ante security assessment and evaluation of cross-border data transfer is required by the CAC. Our PRC subsidiary’s activity related to cross-boarder data transfer is limited to our corporate and personnel internal uses and does not fall under any of the above specified categories. From January 1, 2022 to the date of this report, our PRC subsidiary made outbound data transfers of significantly less than one hundred thousand users’ personal information or ten thousand users’ sensitive personal information cumulatively.

Based on PRC laws and regulations effective as of the date of this report, we believe that we have not entered into a transaction or offering that would require us or Bitmatrix to obtain any permission from the CSRC, the CAC, or any other PRC authority. Given the uncertainties of interpretation and implementation of relevant laws and regulations and the enforcement practice by government authorities, we cannot assure you that Bitmatrix or us will not be required to obtain other permits or licenses for Bitmatrix’s limited in-house administrative support activities. If it is required to obtain additional licenses, permits, filings or approvals for its intra-company services in the future, we may transfer such function to our U.S. subsidiaries and cease Bitmatrix’s activity, and therefore we do not expect to be materially adversely affected any changes with respect to Bitmatrix’s deregistration.

Cash Flows through Our Organization

Abits is a holding company with no operations of its own. It conducts substantially all of its operations through its principal subsidiary in the United States, Abit USA.

Our PRC subsidiary, Bitmatrix, is a stand-alone operation that has its own banking account in China, with cash reserves of approximately RMB1.0 million, sufficient for its own use for the foreseeable future. It does not rely on any funding from Abits, the public holding company, or from any of other subsidiary companies. Bitmatrix’s expenses are solely in Renminbi.

Abit USA, the subsidiary with our principal business operations in the prior three fiscal years, finances not only its own operating expenses in the United States but also settles the corporate expenses of the holding company, Abits, and the limited corporate expenses of Abit Hong Kong, both of which have no operations of their own. These advances are treated as inter-company loans which are non-interest bearing and have no fixed terms of repayment. Abit USA derives its funds from the sale of bitcoins generated from its bitcoin mining operations.

Abit USA’s inter-company loans for each of the three years ended December 31, 2024 were as follows:

	Year ended December 31		
	2024	2023	2022
Amount due from Abits Group Inc	1,241,125	590,188	-550,933
Amount due from Abit Hong Kong	880,841	283,058	—

In general, as a holding company, Abits may rely on dividends or payments by its subsidiaries to fund its cash and financing requirements, including funds necessary to pay dividends or other distributions to our shareholders and investors, to pay any debts we may incur, and to pay operating expenses.

Our U.S. subsidiaries may provide dividend or other distributions to us through our Hong Kong subsidiary. Our Hong Kong subsidiary is permitted under Hong Kong law to provide funding to us through dividend distributions or payments, without restrictions on the amount of the funds. If our subsidiaries incur debt on their own behalf, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us. Our PRC subsidiary’s only function is to provide administrative support to us and other subsidiaries, and it does not generate revenue and is not expected to make any cash or other distributions.

As of the date of this report, none of our subsidiaries has issued any dividends or distributions to us, and we have not made any dividends or distributions to our shareholders. Our subsidiaries in the U.S. generate and retain cash generated from operating activities and reinvest it in our business.

We are permitted under BVI law to provide funding to our subsidiaries through loans or capital contributions without restrictions on the amount of the funds, subject to complying with applicable laws (including with respect to economic substance). Abit Hong Kong is also permitted under Hong Kong law to provide funding to its subsidiaries through loans or capital contributions without restrictions on the amount of the funds.

As an offshore holding company, we are permitted under PRC laws and regulations to provide funding from the proceeds of our offshore fund-raising activities to our PRC subsidiary through loans or capital contributions, subject to the satisfaction of the applicable government registration and approval requirements. If we provide loans to our PRC subsidiary, we will be required to make filings about details of the loans with the State Administration of Foreign Exchange of the PRC (“SAFE”) in accordance with relevant PRC laws and regulations. If our subsidiary in China receives loans, it is only allowed to use the loans for the purposes set forth in these laws and regulations. There have been no loans or such filings with SAFE on loans, or capital contributions, to our PRC subsidiary since our inception.

We have never declared or paid any cash dividends on our ordinary shares. We do not have any plan to pay any cash dividends on our shares in the foreseeable future. We currently intend to retain most, if not all, of our available funds and any future earnings to support operations and to finance the growth and development of our business. Any future determination related to our dividend policy will be made at the discretion of our board of directors after considering our financial condition, results of operations, capital requirements, contractual requirements, business prospects and other factors the board of directors deems relevant.

As of the date of this report, we do not anticipate any difficulties on our ability to transfer cash between our subsidiaries other than Bitmatrix which is a stand-alone operation and has enough working capital of its own for the foreseeable future. We have not adopted cash management policy that dictate the amount of such funds and how such funds are transferred.

Selected Financial Data

The following table presents the selected consolidated financial information of our Company as of 2024, 2023 and 2022. The selected consolidated statements of operations data and the selected consolidated balance sheets data have been derived from our audited consolidated financial statements, of which that for the year ended December 31, 2024 and December 31, 2023 are included in this annual report. These audited consolidated financial statements begin on F-1 and are prepared and presented in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. Our historical results do not necessarily indicate results expected for any future period. You should read the following selected financial data in conjunction with the consolidated financial statements and related notes and “Item 5. Operating and Financial Review and Prospects” included elsewhere in this report.

Summary Consolidated Statements of Operations:

	Year ended December 31		
	2024	2023	2022
Revenue	6,711,225	1,681,533	161,428
Profit /(Loss) from operations	3,375,406	1,226,065	(19,260,227)
Loss before taxation	(798,293)	(12,585,250)	(21,520,114)

Summary Consolidated Balance Sheet Data:

The following table presents our summary consolidated balance sheet data as of December 31, 2024 and December 31, 2023.

	December 31 2024	December 31 2023
Cash and cash equivalents	1,118,929	884,199
Digital assets	257,753	1,194,157
Property, equipment and vehicles	9,435,908	9,465,567
Other assets	558,707	774,345
Total assets	11,371,297	12,318,268
Total liabilities	(990,347)	(1,005,608)
Shareholders' equity	10,380,950	11,312,660

B. Capitalization and Indebtedness

Not applicable for annual reports on Form 20-F.

C. Reasons for the Offer and Use of Proceeds

Not applicable for annual reports on Form 20-F.

3D. Risk Factors

An investment in our ordinary shares involves a high degree of risk. You should carefully consider the risks and uncertainties described below together with all other information contained in this annual report, including the matters discussed under the headings “Forward-Looking Statements” and “Operating and Financial Review and Prospects” before you decide to invest in our ordinary shares. If any of the following risks, or any other risks and uncertainties that are not presently foreseeable to us, actually occur, our business, financial condition, results of operations, liquidity and our future growth prospects could be materially and adversely affected.

Summary Of Risk Factors

Our business is subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, cash flows, and prospects. These risks are discussed more fully below and include, but are not limited to, risks related to:

General Risks

- Failure to manage our liquidity and cash flows may materially and adversely affect our financial conditions and results of operations. As a result, we may need additional capital, and financing may not be available on terms acceptable to us, or at all.
- We have a history of operating losses, and we may not be able to achieve or sustain profitability; we have recently shifted our bitcoin mining business, and we may not be successful in this business.
- Our results of operation may fluctuate significantly and may not fully reflect the underlying performance of our business.
- We may acquire other businesses, form joint ventures or acquire other companies or businesses that could negatively affect our operating results, dilute our stockholders’ ownership, increase our debt or cause us to incur significant expense; notwithstanding the foregoing, our growth may depend on our success in uncovering and completing such transactions.
- From time to time, we may evaluate and potentially consummate strategic investments or acquisitions, which could require significant management attention, disrupt our business and adversely affect our financial results.

Risks Related to Bitcoin Mining

- Our results of operations are expected to vary with Bitcoin price volatility.
- Our mining operating costs outpace our mining revenues, which could seriously harm our business or increase our losses.
- We have an evolving business model which is subject to various uncertainties.
- Regulatory changes or actions may alter the nature of an investment in us or restrict the use of cryptocurrencies in a manner that adversely affects our business, prospects or operations.
- The development and acceptance of cryptographic and algorithmic protocols governing the issuance of and transactions in cryptocurrencies is subject to a variety of factors that are difficult to evaluate.
- Banks and financial institutions may not provide banking services, or may cut off services, to businesses that engage in bitcoin-related activities or that accept cryptocurrencies as payment, including financial institutions of investors in our securities.
- We may face risks of Internet disruptions, which could have an adverse effect on the price of cryptocurrencies.
- Acceptance and/or widespread use of bitcoin is uncertain.
- The decentralized nature of bitcoin systems may lead to slow or inadequate responses to crises, which may negatively affect our business.
- Our bitcoins may be subject to loss, theft or restriction on access.
- There is a lack of liquid markets, and possible manipulation of blockchain/bitcoin-based assets.
- Incorrect or fraudulent bitcoin transactions may be irreversible.
- Our reliance primarily on a single model of miner may subject our operations to increased risk of mine failure.
- Our future success will depend in large part upon the value of bitcoin; the value of bitcoin may be subject to pricing risk and has historically been subject to wide swings.
- Cryptocurrencies, including those maintained by or for us, may be exposed to cybersecurity threats and hacks.
- We are subject to risks associated with our need for significant electrical power. Government regulators may potentially restrict the ability of electricity suppliers to provide electricity to mining operations, such as ours.
- We may not adequately respond to price fluctuations and rapidly changing technology, which may negatively affect our business.

Risks Involving Intellectual Property

- Bitcoin and bitcoin mining operations rely on software and specialized technology.
- We may not be able to prevent others from unauthorized use of our intellectual property, which could harm our business and competitive position.
- We may be subject to intellectual property infringement claims, which may be expensive to defend and may disrupt our business and operations.
- Our platform and internal systems rely on software that is highly technical, and if it contains undetected errors, our business could be adversely affected.

Risks Related to Limited Operations in the Jurisdictions in which Our Subsidiaries Have Presence

- Trading in our ordinary shares may be prohibited under the Holding Foreign Companies Accountable Act, as amended by the Consolidated Appropriations Act, 2023, and related regulations if the PCAOB determines that it cannot inspect or investigate completely our auditor for a period of two consecutive years and as a result, Nasdaq may determine to delist our securities.
- While our business operations are not based in mainland China or Hong Kong, we may face uncertainties in the interpretation and application of PRC laws and regulations related to the limited activities conducted by our PRC subsidiary if the future PRC laws or regulations are applied in a manner that would result in material and adverse effects on us.
- Our financial condition and results of operations could be materially and adversely affected if we were to be required to comply with cybersecurity, data protection, or any other related PRC laws and regulations and were found to be noncompliant with such laws and regulations.
- If we were to be required to obtain any permission or approval from or complete any filing procedures with the CSRC, the CAC, or other PRC governmental authorities under the PRC laws, we could be subject to fine, penalty or other regulatory sanctions.
- We could be negatively affected as a result of being previously associated with our former subsidiaries divested in 2022 which had conducted business operations in mainland China.

Risks Related to Our Ordinary Shares

- Our ordinary shares may be thinly traded and you may be unable to sell at or near ask prices or at all if you need to sell your shares to raise money or otherwise desire to liquidate your shares.
- We are not likely to pay cash dividends in the foreseeable future.
- You may face difficulties in protecting your interests as a shareholder, as the laws of British Virgin Islands provides substantially less protection when compared to the laws of the United States and it may be difficult for a shareholder of ours to effect service of process or to enforce judgements obtained in the United States courts.
- Volatility in our ordinary shares price may subject us to securities litigation.
- We may be unable to comply with the applicable continued listing requirements of the Nasdaq Capital Market, which may adversely impact our access to capital markets and may cause us to default certain of our agreements.

General Risks

If we are unable to successfully execute our bitcoin mining, it would adversely affect our financial and business condition and results of operations.

As of the date of this Report, the Company operates in one self-owned mining site in Duff, Tennessee. New mining sites are always being explored but none has yet to be developed. This dependence on one site has its risks on local factors such as a power failure or adverse weather conditions. If we cannot execute the bitcoin mining, it would seriously affect our financial and business condition and deepen the losses of the Company.

Failure to manage our liquidity and cash flows may materially and adversely affect our financial conditions and results of operations. As a result, we may need additional capital, and financing may not be available on terms acceptable to us, or at all.

The Company is new to bitcoin mining and is operating in the United States for the first time. If we fail to manage our liquidity and cash flows, it will seriously affect our financial condition and results of operations. We may need additional financing and such access may be limited or at unacceptable terms.

We have a history of operating losses, and we may not be able to achieve or sustain profitability; we have recently begun to conduct our bitcoin mining operations, and we may not be successful in this business.

We are not profitable and have incurred losses since our inception. We expect to continue to incur losses for the foreseeable future, and these losses could increase as we continue to work to develop our business. We were previously engaged in the business of mobile payments which we ceased operation in June 2018. Whilst we had continued with the digital advertising business, it later proved to be increasingly difficult because of restrictions on online gaming by the PRC government, which was a key business of our then clients. Starting in March 2022, we diversified into the bitcoin mining business and subsequently divested all of the equity in Moxian HK and the digital advertising business conducted by Moxian HK's subsidiaries. Our current operations and business strategy are new, are in an industry that is relatively itself new and evolving and are subject to the risks discussed below. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods.

Our results of operation may fluctuate significantly and may not fully reflect the underlying performance of our business.

Our results of operations, including the levels of our net revenues, expenses, net loss and other key metrics, may vary significantly in the future due to a variety of factors, some of which are outside of our control, and period-to-period comparisons of our operating results may not be meaningful, especially given our limited operating history. Accordingly, the results for any one quarter are not necessarily an indication of future performance. Fluctuations in quarterly results may adversely affect the market price of our ordinary shares. Factors that may cause fluctuations in our quarterly financial results include:

- the amount and timing of operating expenses related to our new business operations and infrastructure;
- fluctuations in the price of bitcoin; and
- general economic, industry and market conditions.

We may acquire other businesses, form joint ventures or acquire other companies or businesses that could negatively affect our operating results, dilute our stockholders' ownership, increase our debt or cause us to incur significant expense; notwithstanding the foregoing, our growth may depend on our success in uncovering and completing such transactions.

We are actively seeking other business opportunities, however, we cannot offer any assurance that acquisitions of businesses, assets and/or entering into strategic alliances or joint ventures will be successful. We may not be able to find suitable partners or acquisition candidates and may not be able to complete such transactions on favorable terms, if at all. If we make any acquisitions, we may not be able to integrate these acquisitions successfully into our existing infrastructure. In addition, in the event we acquire any existing businesses we could assume unknown or contingent liabilities.

Any future acquisitions also could result in the issuance of stock, incurrence of debt, contingent liabilities or future write-offs of intangible assets or goodwill, any of which could have a negative impact on our cash flows, financial condition and results of operations. Integration of an acquired company may also disrupt ongoing operations and require management resources that otherwise would be focused on developing and expanding our existing business. We may experience losses related to potential investments in other companies, which could harm our financial condition and results of operations. Further, we may not realize the anticipated benefits of any acquisition, strategic alliance or joint venture if such investments do not materialize.

To finance any acquisitions or joint ventures, we may choose to issue ordinary shares, preferred stock or a combination of debt and equity as consideration, which could significantly dilute the ownership of our existing stockholders or provide rights to such preferred stock holders in priority over our common stock holders. Additional funds may not be available on terms that are favorable to us, or at all. If the price of our common stock is low or volatile, we may not be able to acquire other companies or fund a joint venture project using stock as consideration.

From time to time we may evaluate and potentially consummate strategic investments or acquisitions, which could require significant management attention, disrupt our business and adversely affect our financial results.

We may evaluate and consider strategic investments, combinations, acquisitions or alliances in both the bitcoin mining business. These transactions could be material to our financial condition and results of operations if consummated. If we are able to identify an appropriate business opportunity, we may not be able to successfully consummate the transaction and, even if we do consummate such a transaction, we may be unable to obtain the benefits or avoid the difficulties and risks of such transaction.

Strategic investments or acquisitions will involve risks commonly encountered in business relationships, including:

- difficulties in assimilating and integrating the operations, personnel, systems, data, technologies, products and services of the acquired business;
- inability of the acquired technologies, products or businesses to achieve expected levels of revenue, profitability, productivity or other benefits;
- difficulties in retaining, training, motivating and integrating key personnel;
- diversion of management's time and resources from our normal daily operations;

- difficulties in successfully incorporating licensed or acquired technology and rights into our businesses;
- difficulties in maintaining uniform standards, controls, procedures and policies within the combined organizations;
- difficulties in retaining relationships with customers, employees and suppliers of the acquired business;
- risks of entering markets, including the U.S., in which we have limited or no prior experience;

We may not make any investments or acquisitions, or any future investments or acquisitions may not be successful, may not benefit our business strategy, may not generate sufficient revenues to offset the associated acquisition costs or may not otherwise result in the intended benefits. In addition, we cannot assure you that any future investment in or acquisition of new businesses or technology will lead to the successful development of new or enhanced loan products and services or that any new or enhanced loan products and services, if developed, will achieve market acceptance or prove to be profitable.

Our loss of any of our management team, our inability to execute an effective succession plan, or our inability to attract and retain qualified personnel, could adversely affect our business.

Our success and future growth will depend to a significant degree on the skills and services of our management, including our Chief Executive Officer and Chief Financial Officer. We will need to continue to grow our management in order to alleviate pressure on our existing team and in order to continue to develop our business. If our management, including any new hires that we may make, fails to work together effectively and to execute our plans and strategies on a timely basis, our business could be harmed. Furthermore, if we fail to execute an effective contingency or succession plan with the loss of any member of management, the loss of such management personnel may significantly disrupt our business.

The loss of key members of management could inhibit our growth prospects. Our future success also depends in large part on our ability to attract, retain and motivate key management and operating personnel. As we continue to develop and expand our operations, we may require personnel with different skills and experiences, and who have a sound understanding of our business and the bitcoin industry. The market for highly qualified personnel in this industry is very competitive and we may be unable to attract such personnel. If we are unable to attract such personnel, our business could be harmed.

We incur significant costs and demands upon management and accounting and finance resources as a result of complying with the laws and regulations affecting public companies; if we fail to maintain proper and effective internal controls, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, our ability to operate our business and our reputation.

As a public reporting company, we are required to, among other things, maintain a system of effective internal control over financial reporting. Ensuring that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis is a costly and time-consuming effort that needs to be re-evaluated frequently. Substantial work will continue to be required to further implement, document, assess, test and remediate our system of internal controls.

If our internal control over financial reporting is not effective, we may be unable to issue our financial statements in a timely manner, we may be unable to obtain the required audit or review of our financial statements by our independent registered public accounting firm in a timely manner or we may be otherwise unable to comply with the periodic reporting requirements of the SEC, our common stock listing on Nasdaq could be suspended or terminated and our stock price could materially suffer. In addition, we or members of our management could be subject to investigation and sanction by the SEC and other regulatory authorities and to stockholder lawsuits, which could impose significant additional costs on us and divert management attention.

Because cryptocurrencies may be determined to be investment securities, we may inadvertently violate the Investment Company Act and incur large losses as a result and potentially be required to register as an investment company or terminate operations and we may incur third party liabilities.

We are engaged in the mining of bitcoins which the SEC said is currency and not securities. We therefore believe that we are not engaged in the business of investing, reinvesting, or trading in securities, and we do not hold ourselves out as being engaged in those activities. However, under the Investment Company Act a company may be deemed an investment company under section 3(a)(1)(C) thereof if the value of its investment securities is more than 40% of its total assets (exclusive of government securities and cash items) on an unconsolidated basis.

If, as a result of our investments and our mining activities, including investments in which we do not have a controlling interest, the investment securities we hold could exceed 40% of our total assets, exclusive of cash items and, accordingly, we could determine that we have become an inadvertent investment company. The bitcoins we own, acquire or mine may be deemed an investment security by the SEC, although we do not believe any of the cryptocurrencies we own, acquire or mine are securities. An inadvertent investment company can avoid being classified as an investment company if it can rely on one of the exclusions under the Investment Company Act. One such exclusion, Rule 3a-2 under the Investment Company Act, allows an inadvertent investment company a grace period of one year from the earlier of (a) the date on which an issuer owns securities and/or cash having a value exceeding 50% of the issuer's total assets on either a consolidated or unconsolidated basis and (b) the date on which an issuer owns or proposes to acquire investment securities having a value exceeding 40% of the value of such issuer's total assets (exclusive of government securities and cash items) on an unconsolidated basis. We may take actions to cause the investment securities held by us to be less than 40% of our total assets, which may include acquiring assets with our cash and bitcoin on hand or liquidating our investment securities or bitcoin or seeking a no-action letter from the SEC if we are unable to acquire sufficient assets or liquidate sufficient investment securities in a timely manner.

As the Rule 3a-2 exception is available to a company no more than once every three years, and assuming no other exclusion were available to us, we would have to keep within the 40% limit for at least three years after we cease being an inadvertent investment company. This may limit our ability to make certain investments or enter into joint ventures that could otherwise have a positive impact on our earnings. In any event, we do not intend to become an investment company engaged in the business of investing and trading securities.

Classification as an investment company under the Investment Company Act requires registration with the SEC. If an investment company fails to register, it would have to stop doing almost all business, and its contracts would become voidable. Registration is time consuming and restrictive and would require a restructuring of our operations, and we would be very constrained in the kind of business we could do as a registered investment company. Further, we would become subject to substantial regulation concerning management, operations, transactions with affiliated persons and portfolio composition, and would need to file reports under the Investment Company Act regime. The cost of such compliance would result in the Company incurring substantial additional expenses, and the failure to register if required would have a materially adverse impact to conduct our operations.

We face risks similar to that of the novel Coronavirus (COVID-19) outbreak, which could significantly disrupt our operations and financial results.

Although the outbreak of the novel Coronavirus (COVID-19) appears to be over, we believe that our results of operations, business and financial condition could be adversely impacted by the effects of any outbreak of any severe virus affecting public health.

The continued spread of the novel Coronavirus (COVID-19) or the occurrence of other epidemics and the imposition of public health measures and travel and business restrictions will adversely affect impact our business, financial condition, operating results and cash flows. In addition, we have experienced and will experience disruptions to our business operations resulting from quarantines, self-isolations, or other movement and restrictions on the ability of our employees to perform their jobs. If we are unable to effectively service our miners, our ability to mine bitcoin will be adversely affected as miners go offline, which would have an adverse effect on our business and the results of our operations.

If we cannot maintain our corporate culture as we grow, we could lose the innovation, collaboration and focus that contribute to our business.

We believe that a critical component of our success is our corporate culture, which we believe fosters innovation, encourages teamwork and cultivates creativity. As we develop the infrastructure of a public company and continue to grow, we may find it difficult to maintain these valuable aspects of our corporate culture. Any failure to preserve our culture could negatively impact our future success, including our ability to attract and retain employees, encourage innovation and teamwork and effectively focus on and pursue our corporate objectives.

Risks related to Bitcoin Mining

Our results of operations are expected to vary with Bitcoin price volatility

The price of Bitcoin has experienced significant fluctuations over its relatively short existence and may continue to fluctuate significantly in the future.

We expect our results of operations to continue to be affected by the Bitcoin price as most of the revenue is from bitcoin mining production as of the filing date. Any future significant reductions in the price of Bitcoin will likely have a material and adverse effect on our results of operations and financial condition. We cannot assure you that the Bitcoin price will remain high enough to sustain our operation or that the Bitcoin price will not decline significantly in the future.

Various factors, mostly beyond our control, could impact the Bitcoin price. For example, the usage of Bitcoins in the retail and commercial marketplace is relatively low in comparison with the usage for speculation, which contributes to Bitcoin price volatility. Additionally, the reward for Bitcoin mining will decline over time, with the most recent halving event occurred in May 2020 and next one four years later, which may further contribute to Bitcoin price volatility.

Our mining operating costs outpace our mining revenues, which could seriously harm our business or increase our losses.

Our mining operations are costly and our expenses may increase in the future. We intend to use funds on hand from our private placement to continue to purchase bitcoin mining machines. This expense increase may not be offset by a corresponding increase in revenue. Our expenses may be greater than we anticipate, and our investments to make our business more efficient may not succeed and may outpace monetization efforts. Increases in our costs without a corresponding increase in our revenue would increase our losses and could seriously harm our business and financial performance.

We have an evolving business model which is subject to various uncertainties.

As bitcoin assets may become more widely available, we expect the services and products associated with them to evolve. In order to stay current with the industry, our business model may need to evolve as well. From time to time, we may modify aspects of our business model relating to our strategy. We cannot offer any assurance that these or any other modifications will be successful or will not result in harm to our business. We may not be able to manage growth effectively, which could damage our reputation, limit our growth and negatively affect our operating results. Further, we cannot provide any assurance that we will successfully identify all emerging trends and growth opportunities in this business sector and we may lose out on those opportunities. Such circumstances could have a material adverse effect on our business, prospects or operations.

Regulatory changes or actions may alter the nature of an investment in us or restrict the use of cryptocurrencies in a manner that adversely affects our business, prospects or operations.

As cryptocurrencies have grown in both popularity and market size, governments around the world have reacted differently to cryptocurrencies; certain governments have deemed them illegal, and others have allowed their use and trade without restriction, while in some jurisdictions, such as in the U.S., subject to extensive, and in some cases overlapping, unclear and evolving regulatory requirements. Ongoing and future regulatory actions may impact our ability to continue to operate, and such actions could affect our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations.

The development and acceptance of cryptographic and algorithmic protocols governing the issuance of and transactions in cryptocurrencies is subject to a variety of factors that are difficult to evaluate.

The use of cryptocurrencies to, among other things, buy and sell goods and services and complete transactions, is part of a new and rapidly evolving industry that employs bitcoin assets based upon a computer-generated mathematical and/or cryptographic protocol. Large-scale acceptance of cryptocurrencies as a means of payment has not, and may never, occur. The growth of this industry in general, and the use of bitcoin, in particular, is subject to a high degree of uncertainty, and the slowing or stopping of the development or acceptance of developing protocols may occur unpredictably. The factors include, but are not limited to:

- continued worldwide growth in the adoption and use of cryptocurrencies as a medium to exchange;
- governmental and quasi-governmental regulation of cryptocurrencies and their use, or restrictions on or regulation of access to and operation of the network or similar bitcoin systems;
- changes in consumer demographics and public tastes and preferences;
- the maintenance and development of the open-source software protocol of the network;
- the increased consolidation of contributors to the bitcoin blockchain through mining pools;
- the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- the use of the networks supporting cryptocurrencies for developing smart contracts and distributed applications;
- general economic conditions and the regulatory environment relating to cryptocurrencies; and
- negative consumer sentiment and perception of bitcoin specifically and cryptocurrencies generally.

The outcome of these factors could have negative effects on our ability to continue as a going concern or to pursue our business strategy at all, which could have a material adverse effect on our business, prospects or operations as well as potentially negative effect on the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account, which would harm investors in our securities.

Banks and financial institutions may not provide banking services, or may cut off services, to businesses that engage in bitcoin-related activities or that accept cryptocurrencies as payment, including financial institutions of investors in our securities.

A number of companies that engage in bitcoin and/or other bitcoin-related activities have been unable to find banks or financial institutions that are willing to provide them with bank accounts and other services. Similarly, a number of companies and individuals or businesses associated with cryptocurrencies may have had and may continue to have their existing bank accounts closed or services discontinued with financial institutions in response to government action, particularly in China, where regulatory response to cryptocurrencies has been to exclude their use for ordinary consumer transactions within China. We also may be unable to obtain or maintain these services for our business. The difficulty that many businesses that provide bitcoin and/or derivatives on other bitcoin-related activities have and may continue to have in finding banks and financial institutions willing to provide them services may be decreasing the usefulness of cryptocurrencies as a payment system and harming public perception of cryptocurrencies, and could decrease their usefulness and harm their public perception in the future.

The usefulness of cryptocurrencies as a payment system and the public perception of cryptocurrencies could be damaged if banks or financial institutions were to close the accounts of businesses engaging in bitcoin and/or other bitcoin-related activities. This could occur as a result of compliance risk, cost, government regulation or public pressure. The risk applies to securities firms, clearance and settlement firms, national stock and derivatives on commodities exchanges, the over-the-counter market, and the Depository Trust Company, which, if any of such entities adopts or implements similar policies, rules or regulations, could negatively affect our relationships with financial institutions and impede our ability to convert cryptocurrencies to fiat currencies. Such factors could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and harm investors.

We may face risks of Internet disruptions, which could have an adverse effect on the price of cryptocurrencies.

A disruption of the Internet may affect the use of cryptocurrencies and subsequently the value of our securities. Generally, cryptocurrencies and our business of mining cryptocurrencies is dependent upon the Internet. A significant disruption in Internet connectivity could disrupt a currency's network operations until the disruption is resolved and have an adverse effect on the price of cryptocurrencies and our ability to mine cryptocurrencies.

The impact of geopolitical and economic events on the supply and demand for cryptocurrencies is uncertain.

Geopolitical crises may motivate large-scale purchases of bitcoin and other cryptocurrencies, which could increase the price of bitcoin and other cryptocurrencies rapidly. This may increase the likelihood of a subsequent price decrease as crisis-driven purchasing behavior dissipates, adversely affecting the value of our inventory following such downward adjustment. Such risks are similar to the risks of purchasing commodities in general uncertain times, such as the risk of purchasing, holding or selling gold. Alternatively, as an emerging asset class with limited acceptance as a payment system or commodity, global crises and general economic downturn may discourage investment in cryptocurrencies as investors focus their investment on less volatile asset classes as a means of hedging their investment risk.

As an alternative to fiat currencies that are backed by central governments, cryptocurrencies, which are relatively new, are subject to supply and demand forces. How such supply and demand will be impacted by geopolitical events is largely uncertain but could be harmful to us and investors in our common stock. Political or economic crises may motivate large-scale acquisitions or sales of cryptocurrencies either globally or locally. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or any other cryptocurrencies we mine or otherwise acquire or hold for our own account.

Acceptance and/or widespread use of bitcoin is uncertain.

Currently, there is a relatively limited use of any bitcoin in the retail and commercial marketplace, thus contributing to price volatility that could adversely affect an investment in our securities. Banks and other established financial institutions may refuse to process funds for bitcoin transactions, process wire transfers to or from bitcoin exchanges, bitcoin-related companies or service providers, or maintain accounts for persons or entities transacting in bitcoin. Conversely, a significant portion of bitcoin demand is generated by investors seeking a long-term store of value or speculators seeking to profit from the short- or long-term holding of the asset. Price volatility undermines any bitcoin's role as a medium of exchange, as retailers are much less likely to accept it as a form of payment. Market capitalization for a bitcoin as a medium of exchange and payment method may always be low.

The relative lack of acceptance of bitcoins in the retail and commercial marketplace, or a reduction of such use, limits the ability of end users to use them to pay for goods and services. Such lack of acceptance or decline in acceptances could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of bitcoins we mine or otherwise acquire or hold for our own account.

Transactional fees may decrease demand for bitcoin and prevent expansion.

As the number of bitcoins currency rewards awarded for solving a block in a blockchain decreases, the incentive for miners to continue to contribute to the bitcoin network may transition from a set reward to transaction fees. In order to incentivize miners to continue to contribute to the bitcoin network, the bitcoin network may either formally or informally transition from a set reward to transaction fees earned upon solving a block. This transition could be accomplished by miners independently electing to record in the blocks they solve only those transactions that include payment of a transaction fee. If transaction fees paid for bitcoin transactions become too high, the marketplace may be reluctant to accept bitcoin as a means of payment and existing users may be motivated to switch from bitcoin to another bitcoin or to fiat currency. Either the requirement from miners of higher transaction fees in exchange for recording transactions in a blockchain or a software upgrade that automatically charges fees for all transactions may decrease demand for bitcoin and prevent the expansion of the bitcoin network to retail merchants and commercial businesses, resulting in a reduction in the price of bitcoin that could adversely impact an investment in our securities. Decreased use and demand for bitcoin may adversely affect its value and result in a reduction in the price of bitcoin and the value of our common stock.

The decentralized nature of bitcoin systems may lead to slow or inadequate responses to crises, which may negatively affect our business.

The decentralized nature of the governance of bitcoin systems may lead to ineffective decision making that slows development or prevents a network from overcoming emergent obstacles. Governance of many bitcoin systems is by voluntary consensus and open competition with no clear leadership structure or authority. To the extent lack of clarity in corporate governance of bitcoin systems leads to ineffective decision making that slows development and growth of such cryptocurrencies, the value of our common stock may be adversely affected.

It may be illegal now, or in the future, to acquire, own, hold, sell or use bitcoin, ether, or other cryptocurrencies, participate in blockchains or utilize similar bitcoin assets in one or more countries, the ruling of which would adversely affect us.

Although currently cryptocurrencies generally are not regulated or are lightly regulated in most countries, one or more countries such as China and Russia, which have taken harsh regulatory action, may take regulatory actions in the future that could severely restrict the right to acquire, own, hold, sell or use these bitcoin assets or to exchange for fiat currency. In many nations, particularly in China and Russia, it is illegal to accept payment in bitcoin and other cryptocurrencies for consumer transactions and banking institutions are barred from accepting deposits of cryptocurrencies. Such restrictions may adversely affect us as the large-scale use of cryptocurrencies as a means of exchange is presently confined to certain regions globally. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account, and harm investors.

There is a lack of liquid markets, and possible manipulation of blockchain/bitcoin-based assets.

Cryptocurrencies that are represented and trade on a ledger-based platform may not necessarily benefit from viable trading markets. Stock exchanges have listing requirements and vet issuers; requiring them to be subjected to rigorous listing standards and rules, and monitor investors transacting on such platform for fraud and other improprieties. These conditions may not necessarily be replicated on a distributed ledger platform, depending on the platform's controls and other policies. The laxer a distributed ledger platform is about vetting issuers of bitcoin assets or users that transact on the platform, the higher the potential risk for fraud or the manipulation of the ledger due to a control event. These factors may decrease liquidity or volume or may otherwise increase volatility of investment securities or other assets trading on a ledger-based system, which may adversely affect us. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account, and harm investors.

Our operations, investment strategies and profitability may be adversely affected by competition from other methods of investing in cryptocurrencies.

We compete with other users and/or companies that are mining cryptocurrencies and other potential financial vehicles, including securities backed by or linked to cryptocurrencies through entities similar to us. Market and financial conditions, and other conditions beyond our control, may make it more attractive to invest in other financial vehicles, or to invest in cryptocurrencies directly, which could limit the market for our shares and reduce their liquidity. The emergence of other financial vehicles and exchange-traded funds have been scrutinized by regulators and such scrutiny and the negative impressions or conclusions resulting from such scrutiny could be applicable to us and impact our ability to successfully pursue our new strategy or operate at all, or to establish or maintain a public market for our securities. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account, and harm investors.

The development and acceptance of competing blockchain platforms or technologies may cause consumers to use alternative distributed ledgers or other alternatives.

The development and acceptance of competing blockchain platforms or technologies may cause consumers to use alternative distributed ledgers or an alternative to distributed ledgers altogether. Our business utilizes presently existent digital ledgers and blockchains and we could face difficulty adapting to emergent digital ledgers, blockchains, or alternatives thereto. This may adversely affect us and our exposure to various blockchain technologies and prevent us from realizing the anticipated profits from our investments. Such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account, and harm investors.

Our bitcoins may be subject to loss, theft or restriction on access.

There is a risk that some or all of our bitcoins could be lost or stolen. Cryptocurrencies are stored in bitcoin sites commonly referred to as “wallets” by holders of bitcoins which may be accessed to exchange a holder’s bitcoin assets. Access to our bitcoin assets could also be restricted by cybercrime (such as a denial of service attack) against a service at which we maintain a hosted hot wallet. A hot wallet refers to any bitcoin wallet that is connected to the Internet. Generally, hot wallets are easier to set up and access than wallets in cold storage, but they are also more susceptible to hackers and other technical vulnerabilities. Cold storage refers to any bitcoin wallet that is not connected to the Internet. Cold storage is generally more secure than hot storage, but is not ideal for quick or regular transactions and we may experience lag time in our ability to respond to market fluctuations in the price of our bitcoin assets. We hold all of our cryptocurrencies in cold storage to reduce the risk of malfeasance, but the risk of loss of our bitcoin assets cannot be wholly eliminated.

Hackers or malicious actors may launch attacks to steal, compromise or secure cryptocurrencies, such as by attacking the bitcoin network source code, exchange miners, third-party platforms, cold and hot storage locations or software, or by other means. We may be in control and possession of one of the more substantial holdings of bitcoins. As we increase in size, we may become a more appealing target of hackers, malware, cyber-attacks or other security threats. Any of these events may adversely affect our operations and, consequently, our investments and profitability. The loss or destruction of a private key required to access our digital wallets may be irreversible and we may be denied access for all time to our bitcoin holdings or the holdings of others held in those compromised wallets. Our loss of access to our private keys or our experience of a data loss relating to our digital wallets could adversely affect our investments and assets.

Cryptocurrencies are controllable only by the possessor of both the unique public and private keys relating to the local or online digital wallet in which they are held, which wallet’s public key or address is reflected in the network’s public blockchain. We will publish the public key relating to digital wallets in use when we verify the receipt of transfers and disseminate such information into the network, but we will need to safeguard the private keys relating to such digital wallets. To the extent such private keys are lost, destroyed or otherwise compromised, we will be unable to access our bitcoin rewards and such private keys may not be capable of being restored by any network. Any loss of private keys relating to digital wallets used to store our cryptocurrencies could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account.

Risks due to hacking or adverse software event.

In order to minimize risk, we have established processes to manage wallets that are associated with our bitcoin holdings. There can be no assurances that any processes we have adopted or will adopt in the future are or will be secure or effective, and we would suffer significant and immediate adverse effects if we suffered a loss of our bitcoin due to an adverse software or cybersecurity event. We utilize several layers of threat reduction techniques, including: (i) the use of hardware wallets to store sensitive private key information; (ii) performance of transactions offline; and (iii) offline generation storage and use of private keys.

At present, the Company is evaluating several third-party custodial wallet alternatives, but there can be no assurance that such services will be more secure than those the Company presently employs. Human error and the constantly evolving state of cybercrime and hacking techniques may render present security protocols and procedures ineffective in ways which we cannot predict. If our security procedures and protocols are ineffectual and our bitcoin assets are compromised by cybercriminals, we may not have adequate recourse to recover our losses stemming from such compromise and we may lose much of the accumulated value of our bitcoin mining activities. This would have a negative impact on our business and operations.

Incorrect or fraudulent bitcoin transactions may be irreversible.

Bitcoin transactions are irrevocable and stolen or incorrectly transferred cryptocurrencies may be irretrievable. As a result, any incorrectly executed or fraudulent bitcoin transactions could adversely affect our investments and assets.

Bitcoin transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the cryptocurrencies from the transaction. In theory, bitcoin transactions may be reversible with the control or consent of a majority of processing power on the network, however, we do not now, nor is it feasible that we could in the future, possess sufficient processing power to effect this reversal. Once a transaction has been verified and recorded in a block that is added to a blockchain, an incorrect transfer of a bitcoin or a theft thereof generally will not be reversible and we may not have sufficient recourse to recover our losses from any such transfer or theft. It is possible that, through computer or human error, or through theft or criminal action, our bitcoin rewards could be transferred in incorrect amounts or to unauthorized third parties, or to uncontrolled accounts. Further, according to the SEC, at this time, there is no specifically enumerated U.S. or foreign governmental, regulatory, investigative or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen bitcoin. We are, therefore, presently reliant on existing private investigative entities, such as Chain analysis and Kroll to investigate any potential loss of our bitcoin assets. These third-party service providers rely on data analysis and compliance of ISPs with traditional court orders to reveal information such as the IP addresses of any attackers who may have target us. To the extent that we are unable to recover our losses from such action, error or theft, such events could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations of and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account.

Our interactions with a blockchain may expose us to SDN or blocked persons or cause us to violate provisions of law that did not contemplate distribute ledger technology.

The Office of Financial Assets Control of the US Department of Treasury requires us to comply with its sanction program and not conduct business with persons named on its specially designated nationals (“SDN”) list. However, because of the pseudonymous nature of blockchain transactions we may inadvertently and without our knowledge engage in transactions with persons named on OFAC’s SDN list. Our Company’s policy prohibits any transactions with such SDN individuals, but we may not be adequately capable of determining the ultimate identity of the individual with whom we transact with respect to selling bitcoin assets. Moreover, federal law prohibits any US person from knowingly or unknowingly possessing any visual depiction commonly known as child pornography. Recent media reports have suggested that persons have imbedded such depictions on one or more blockchains. Because our business requires us to download and retain one or more blockchains to effectuate our ongoing business, it is possible that such digital ledgers contain prohibited depictions without our knowledge or consent. To the extent government enforcement authorities literally enforce these and other laws and regulations that are impacted by decentralized distributed ledger technology, we may be subject to investigation, administrative or court proceedings, and civil or criminal monetary fines and penalties, all of which could harm our reputation and affect the value of our common stock.

Cryptocurrencies face significant scaling obstacles that can lead to high fees or slow transaction settlement times.

Cryptocurrencies face significant scaling obstacles that can lead to high fees or slow transaction settlement times, and attempts to increase the volume of transactions may not be effective. Scaling cryptocurrencies is essential to the widespread acceptance of cryptocurrencies as a means of payment, which widespread acceptance is necessary to the continued growth and development of our business. Many bitcoin networks face significant scaling challenges. For example, cryptocurrencies are limited with respect to how many transactions can occur per second. Participants in the bitcoin ecosystem debate potential approaches to increasing the average number of transactions per second that the network can handle and have implemented mechanisms or are researching ways to increase scale, such as increasing the allowable sizes of blocks, and therefore the number of transactions per block, and sharding (a horizontal partition of data in a database or search engine), which would not require every single transaction to be included in every single miner’s or validator’s block. However, there is no guarantee that any of the mechanisms in place or being explored for increasing the scale of settlement of bitcoin transactions will be effective, or how long they will take to become effective, which could adversely affect an investment in our securities.

The price of cryptocurrencies may be affected by the sale of such cryptocurrencies by other vehicles investing in cryptocurrencies or tracking bitcoin markets.

The global market for bitcoin is characterized by supply constraints that differ from those present in the markets for commodities or other assets such as gold and silver. The mathematical protocols under which certain cryptocurrencies are mined permit the creation of a limited, predetermined amount of currency, while others have no limit established on total supply. To the extent that other vehicles investing in cryptocurrencies or tracking bitcoin markets form and come to represent a significant proportion of the demand for cryptocurrencies, large redemptions of the securities of those vehicles and the subsequent sale of cryptocurrencies by such vehicles could negatively affect bitcoin prices and therefore affect the value of the bitcoin inventory we hold. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account.

Because there has been limited precedent set for financial accounting of bitcoin and other bitcoin assets, the determination that we have made for how to account for bitcoin assets transactions may be subject to change.

Because there has been limited precedent set for the financial accounting of cryptocurrencies and related revenue recognition and no official guidance has yet been provided by the Financial Accounting Standards Board or the SEC, it is unclear how companies may in the future be required to account for bitcoin transactions and assets and related revenue recognition. A change in regulatory or financial accounting standards could result in the necessity to change our accounting methods and restate our financial statements. Such a restatement could adversely affect the accounting for our newly mined bitcoin rewards and more generally negatively impact our business, prospects, financial condition and results of operation. Such circumstances would have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which would have a material adverse effect on our business, prospects or operations as well as and potentially the value of any cryptocurrencies we hold or expects to acquire for our own account and harm investors.

There are risks related to technological obsolescence, the vulnerability of the global supply chain for bitcoin hardware disruption, and difficulty in obtaining new hardware which may have a negative effect on our business.

Our mining operations can only be successful and ultimately profitable if the costs, including hardware and electricity costs, associated with mining cryptocurrencies are lower than the price of a bitcoin. As our mining facility operates, our miners experience ordinary wear and tear, and may also face more significant malfunctions caused by a number of extraneous factors beyond our control. The degradation of our miners will require us to, over time, replace those miners which are no longer functional. Additionally, as the technology evolves, we may be required to acquire newer models of miners to remain competitive in the market. Reports have been released which indicate that miner manufacturer or seller adjusts the prices of its miners according to bitcoin prices, so the cost of new machines is unpredictable but could be extremely high. As a result, at times, we may obtain miners and other hardware from third parties at premium prices, to the extent they are available. This upgrading process requires substantial capital investment, and we may face challenges. Further, the global supply chain for bitcoin miners is presently heavily dependent on China, which has been severely affected by the emergence of the COVID-19 coronavirus global pandemic. The global reliance on China as a main supplier of bitcoin miners has been called into question in the wake of the COVID-19 pandemic. Should similar outbreaks or other disruptions to the China-based global supply chain for bitcoin hardware occur, we may not be able to obtain adequate replacement parts for our existing miners or to obtain additional miners from the manufacturer on a timely basis. Such events could have a material adverse effect on our ability to pursue our new strategy, which could have a material adverse effect on our business and the value of our ordinary shares.

Our reliance primarily on a single model of miner may subject our operations to increased risk of mine failure.

The performance and reliability of our miners and our technology is critical to our reputation and our operations. Because we currently only use MicroBT miners, if there are issues with those machines, our entire system could be affected. Any system error or failure may significantly delay response times or even cause our system to fail. Any disruption in our ability to continue mining could result in lower yields and harm our reputation and business. Any exploitable weakness, flaw, or error common to MicroBT miners affects all our miners, if a defect other flaw is exploited, our entire mine could go offline simultaneously. Any interruption, delay or system failure could result in financial losses, a decrease in the trading price of our common stock and damage to our reputation.

The Company's reliance on a third-party mining pool service provider for our mining revenue payouts may have a negative impact on the Company operations.

We use third-party mining pools to receive our mining rewards from the network. Mining pools allow miners to combine their processing power, increasing their chances of solving a block and getting paid by the network. The rewards are distributed by the pool operator, proportionally to our contribution to the pool's overall mining power, used to generate each block. Should the pool operator's system suffer downtime due to a cyber-attack, software malfunction or other similar issues, it will negatively impact our ability to mine and receive revenue. Furthermore, we are dependent on the accuracy of the mining pool operator's record keeping to accurately record the total processing power provided to the pool for a given bitcoin mining application in order to assess the proportion of that total processing power we provided. While we have internal methods of tracking both our power provided and the total used by the pool, the mining pool operator uses its own record-keeping to determine our proportion of a given reward. We have little means of recourse against the mining pool operator if we determine the proportion of the reward paid out to us by the mining pool operator is incorrect, other than leaving the pool. If we are unable to consistently obtain accurate proportionate rewards from our mining pool operators, we may experience reduced reward for our efforts, which would have an adverse effect on our business and operations.

The bitcoin for which we mine, bitcoin, is subject to halving; the bitcoin reward for successfully uncovering a block will halve several times in the future and their value may not adjust to compensate us for the reduction in the rewards we receive from our mining efforts.

Halving is a process designed to control the overall supply and reduce the risk of inflation in cryptocurrencies using a Proof-of-Work consensus algorithm. At a predetermined block, the mining reward is cut in half, hence the term "halving." For bitcoin, the reward was initially set at 50 bitcoin currency rewards per block and this was cut in half to 25 in November 28, 2012 at block 210,000 and again to 12.5 on July 9, 2016 at block 420,000 and in May 2020 at block 630,000 when the reward reduced to 6.25. This was further halved to 3.125 in April 2024. The process will reoccur until the total amount of bitcoin currency rewards issued reaches 21 million, which is expected around 2140. While bitcoin prices have had a history of price fluctuations around the halving of its bitcoin rewards, there is no guarantee that the price change will be favorable or would compensate for the reduction in mining reward. If a corresponding and proportionate increase in the trading price of bitcoin does not follow these anticipated halving events, the revenue we earn from our mining operations would see a corresponding decrease, which would have a material adverse effect on our business and operations.

Our future success will depend in large part upon the value of bitcoin; the value of bitcoin may be subject to pricing risk and has historically been subject to wide swings.

Our operating results will depend in large part upon the value of bitcoin because it's the primary bitcoin we currently mine. Specifically, our revenues from our bitcoin mining operations are based upon two factors: (1) the number of bitcoin rewards we successfully mine and (2) the value of bitcoin. In addition, our operating results are directly impacted by changes in the value of bitcoin, because under the value measurement model, both realized and unrealized changes will be reflected in our statement of operations (i.e., we will be marking bitcoin to fair value each quarter). This means that our operating results will be subject to swings based upon increases or decreases in the value of bitcoin. Furthermore, our strategy focuses almost entirely on bitcoin (as opposed to other cryptocurrencies). Further, our current application-specific integrated circuit ("ASIC") machines (which we refer to as "miners") are principally utilized for mining bitcoin and bitcoin cash and cannot mine other cryptocurrencies, such as ether, that are not mined utilizing the "SHA-256 algorithm." If other cryptocurrencies were to achieve acceptance at the expense of bitcoin or bitcoin cash causing the value of bitcoin or bitcoin cash to decline, or if bitcoin were to switch its proof of work algorithm from SHA-256 to another algorithm for which our miners are not specialized, or the value of bitcoin or bitcoin cash were to decline for other reasons, particularly if such decline were significant or over an extended period of time, our operating results would be adversely affected, and there could be a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations, and harm investors.

Bitcoin and other bitcoin market prices, which have historically been volatile and are impacted by a variety of factors (including those discussed below), are determined primarily using data from various exchanges, over-the-counter markets and derivative platforms. Furthermore, such prices may be subject to factors such as those that impact commodities, more so than business activities, which could be subjected to additional influence from fraudulent or illegitimate actors, real or perceived scarcity, and political, economic, regulatory or other conditions. Pricing may be the result of, and may continue to result in, speculation regarding future appreciation in the value of cryptocurrencies, or our share price, inflating and making their market prices more volatile or creating "bubble" type risks for both bitcoin and shares of our ordinary shares.

We may not be able to realize the benefits of forks.

To the extent that a significant majority of users and miners on a bitcoin network install software that changes the bitcoin network or properties of a bitcoin, including the irreversibility of transactions and limitations on the mining of new bitcoin, the bitcoin network would be subject to new protocols and software. However, if less than a significant majority of users and miners on the bitcoin network consent to the proposed modification, and the modification is not compatible with the software prior to its modification, the consequence would be what is known as a "fork" of the network, with one prong running the pre-modified software and the other running the modified software. The effect of such a fork would be the existence of two versions of the bitcoin running in parallel, yet lacking interchangeability and necessitating exchange-type transaction to convert currencies between the two forks. Additionally, it may be unclear following a fork which fork represents the original asset and which is the new asset. Different metrics adopted by industry participants to determine which is the original asset include: referring to the wishes of the core developers of a bitcoin, blockchains with the greatest amount of hashing power contributed by miners or validators; or blockchains with the longest chain. A fork in the network of a particular bitcoin could adversely affect an investment in our Company or our ability to operate.

We may not be able to realize the economic benefit of a fork, either immediately or ever, which could adversely affect an investment in our securities. If we hold a bitcoin at the time of a hard fork into two cryptocurrencies, industry standards would dictate that we would be expected to hold an equivalent amount of the old and new assets following the fork. However, we may not be able, or it may not be practical, to secure or realize the economic benefit of the new asset for various reasons. For instance, we may determine that there is no safe or practical way to custody the new asset, that trying to do so may pose an unacceptable risk to our holdings in the old asset, or that the costs of taking possession and/or maintaining ownership of the new bitcoin exceed the benefits of owning the new bitcoin. Additionally, laws, regulation or other factors may prevent us from benefitting from the new asset even if there is a safe and practical way to custody and secure the new asset.

There is a possibility of bitcoin mining algorithms transitioning to proof of stake validation and other mining related risks, which could make us less competitive and ultimately adversely affect our business and the value of our stock.

Proof of stake is an alternative method in validating bitcoin transactions. Should the algorithm shift from a proof of work validation method to a proof of stake method, mining would require less energy and may render any company that maintains advantages in the current climate (for example, from lower priced electricity, processing, real estate, or hosting) less competitive. We, as a result of our efforts to optimize and improve the efficiency of our bitcoin mining operations, may be exposed to the risk in the future of losing the benefit of our capital investments and the competitive advantage we hope to gain from this as a result, and may be negatively impacted if a switch to proof of stake validation were to occur. This may additionally have an impact on other various investments of ours. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our business strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account.

To the extent that the profit margins of bitcoin mining operations are not high, operators of bitcoin mining operations are more likely to immediately sell bitcoin rewards earned by mining in the market, thereby constraining growth of the price of bitcoin that could adversely impact us, and similar actions could affect other cryptocurrencies.

Over the past two years, bitcoin mining operations have evolved from individual users mining with computer processors, graphics processing units and first-generation ASIC servers. Currently, new processing power is predominantly added by incorporated and unincorporated “professionalized” mining operations. Professionalized mining operations may use proprietary hardware or sophisticated ASIC machines acquired from ASIC manufacturers. They require the investment of significant capital for the acquisition of this hardware, the leasing of operating space (often in data centers or warehousing facilities), incurring of electricity costs and the employment of technicians to operate the mining farms. As a result, professionalized mining operations are of a greater scale than prior miners and have more defined and regular expenses and liabilities. These regular expenses and liabilities require professionalized mining operations to maintain profit margins on the sale of bitcoin. To the extent the price of bitcoin declines and such profit margin is constrained, professionalized miners are incentivized to more immediately sell bitcoin earned from mining operations, whereas it is believed that individual miners in past years were more likely to hold newly mined bitcoin for more extended periods. The immediate selling of newly mined bitcoin greatly increases the trading volume of bitcoin, creating downward pressure on the market price of bitcoin rewards.

The extent to which the value of bitcoin mined by a professionalized mining operation exceeds the allocable capital and operating costs determines the profit margin of such operation. A professionalized mining operation may be more likely to sell a higher percentage of its newly mined bitcoin rapidly if it is operating at a low profit margin and it may partially or completely cease operations if its profit margin is negative. In a low profit margin environment, a higher percentage could be sold more rapidly, thereby potentially depressing bitcoin prices. Lower bitcoin prices could result in further tightening of profit margins for professionalized mining operations creating a network effect that may further reduce the price of bitcoin until mining operations with higher operating costs become unprofitable forcing them to reduce mining power or cease mining operations temporarily.

If a malicious actor or botnet obtains control of more than 50% of the processing power on a bitcoin network, such actor or botnet could manipulate blockchains to adversely affect us, which would adversely affect an investment in us or our ability to operate.

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining a bitcoin, it may be able to alter blockchains on which transactions of bitcoin reside and rely by constructing fraudulent blocks or preventing certain transactions from completing in a timely manner, or at all. The malicious actor or botnet could control, exclude or modify the ordering of transactions, though it could not generate new units or transactions using such control. The malicious actor could “double-spend” its own bitcoin (i.e., spend the same bitcoin in more than one transaction) and prevent the confirmation of other users’ transactions for as long as it maintained control. To the extent that such malicious actor or botnet does not yield its control of the processing power on the network or the bitcoin community does not reject the fraudulent blocks as malicious, reversing any changes made to blockchains may not be possible. The foregoing description is not the only means by which the entirety of blockchains or cryptocurrencies may be compromised but is only an example.

Although there are no known reports of malicious activity or control of blockchains achieved through controlling over 50% of the processing power on the network, it is believed that certain mining pools may have exceeded the 50% threshold in bitcoin. The possible crossing of the 50% threshold indicates a greater risk that a single mining pool could exert authority over the validation of bitcoin transactions. To the extent that the bitcoin ecosystem, and the administrators of mining pools, do not act to ensure greater decentralization of bitcoin mining processing power, the feasibility of a malicious actor obtaining control of the processing power will increase because the botnet or malicious actor could compromise more than 50% mining pool and thereby gain control of blockchain, whereas if the blockchain remains decentralized it is inherently more difficult for the botnet or malicious actor to aggregate enough processing power to gain control of the blockchain, may adversely affect an investment in our common stock. Such lack of controls and responses to such circumstances could have a material adverse effect on our ability to continue as a going concern or to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account, and harm investors.

Cryptocurrencies, including those maintained by or for us, may be exposed to cybersecurity threats and hacks.

As with any computer code generally, flaws in bitcoin codes may be exposed by malicious actors. Several errors and defects have been found previously, including those that disabled some functionality for users and exposed users’ information. Exploitations of flaws in the source code that allow malicious actors to take or create money have previously occurred. Despite our efforts and processes to prevent breaches, our devices, as well as our miners, computer systems and those of third parties that we use in our operations, are vulnerable to cyber security risks, including cyber-attacks such as viruses and worms, phishing attacks, denial-of-service attacks, physical or electronic break-ins, employee theft or misuse, and similar disruptions from unauthorized tampering with our miners and computer systems or those of third parties that we use in our operations. Such events could have a material adverse effect on our ability to continue as a going concern or to pursue our business strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account.

We are subject to risks associated with our need for significant electrical power. Government regulators may potentially restrict the ability of electricity suppliers to provide electricity to mining operations, such as ours.

The operation of a bitcoin or other bitcoin mine can require massive amounts of electrical power. Further, our mining operations can only be successful and ultimately profitable if the costs, including electrical power costs, associated with mining a bitcoin are lower than the price of a bitcoin. As a result, any mine we establish can only be successful if we can obtain sufficient electrical power for that mine on a cost-effective basis, and our establishment of new mines requires us to find locations where that is the case. There may be significant competition for suitable mine locations, and government regulators may potentially restrict the ability of electricity suppliers to provide electricity to mining operations in times of electricity shortage, or may otherwise potentially restrict or prohibit the provision of electricity to mining operations. Additionally, our mines could be materially adversely affected by a power outage. Given the power requirement, it would not be feasible to run miners on back-up power generators in the event of a government restriction on electricity or a power outage. If we are unable to receive adequate power supply and are forced to reduce our operations due to the availability or cost of electrical power, our business would experience materially negative impacts.

If the award of bitcoin rewards, for us primarily bitcoin for solving blocks and transaction fees are not sufficiently high, we may not have an adequate incentive to continue mining and may cease mining operations, which will likely lead to our failure to achieve profitability.

As the number of bitcoin rewards awarded for solving a block in a blockchain decreases, our ability to achieve profitability worsens. Decreased use and demand for bitcoin rewards may adversely affect our incentive to expend processing power to solve blocks. If the award of bitcoin rewards for solving blocks and transaction fees are not sufficiently high, we may not have an adequate incentive to continue mining and may cease our mining operations. For instance, the current fixed reward for solving a new block on the bitcoin blockchain is twelve and a half bitcoin currency rewards per block, which decreased from 25 bitcoin in July 2016. It is estimated that it will halve again in about one year. This reduction may result in a reduction in the aggregate hash rate of the bitcoin network as the incentive for miners decreases. Miners ceasing operations would reduce the collective processing power on the network, which would adversely affect the confirmation process for transactions (i.e., temporarily decreasing the speed at which blocks are added to a blockchain until the next scheduled adjustment in difficulty for block solutions) and make bitcoin networks more vulnerable to a malicious actor or botnet obtaining control in excess of 50 percent of the processing power active on a blockchain, potentially permitting such actor or botnet to manipulate a blockchain in a manner that adversely affects our activities. A reduction in confidence in the confirmation process or processing power of the network could result and be irreversible. Such events could have a material adverse effect on our ability to continue to pursue our new strategy at all, which could have a material adverse effect on our business, prospects or operations and potentially the value of any bitcoin or other cryptocurrencies we mine or otherwise acquire or hold for our own account.

We may not adequately respond to price fluctuations and rapidly changing technology, which may negatively affect our business.

Competitive conditions within the bitcoin industry require that we use sophisticated technology in the operation of our business. The industry for blockchain technology is characterized by rapid technological changes, new product introductions, enhancements and evolving industry standards. New technologies, techniques or products could emerge that might offer better performance than the software and other technologies we currently utilize, and we may have to manage transitions to these new technologies to remain competitive. We may not be successful, generally or relative to our competitors in the bitcoin industry, in timely implementing new technology into our systems, or doing so in a cost-effective manner. During the course of implementing any such new technology into our operations, we may experience system interruptions and failures during such implementation. Furthermore, there can be no assurances that we will recognize, in a timely manner or at all, the benefits that we may expect as a result of our implementing new technology into our operations. As a result, our business and operations may suffer, and there may be adverse effects on the price of our common stock.

Risks Involving Intellectual Property

Bitcoin and bitcoin mining is software related

We actively use specific hardware and software for our bitcoin mining operation. In certain cases, source code and other software assets may be subject to an open source license, as much technology development underway in this sector is open source. For these works, the company intends to adhere to the terms of any license agreements that may be in place.

We do not currently own, and do not have any current plans to seek, any patents in connection with our existing and planned blockchain and cryptocurrency related operations. We do expect to rely upon trade secrets, trademarks, service marks, trade names, copyrights and other intellectual property rights and expect to license the use of intellectual property rights owned and controlled by others. In addition, we have developed and may further develop certain proprietary software applications for purposes of our cryptocurrency mining operation.

Our platform may be subject to damage, interruptions or delays that may adversely affect our business, financial conditions and results of operations.

In the event of a platform outage and physical data loss, our ability to perform our bitcoin mining operations would be materially and adversely affected. The satisfactory performance, reliability and availability of our platform are critical to our operations. Our operations depend on our ability to protect our systems against damage or interruption from natural disasters, power or telecommunications failures, air quality issues, environmental conditions, computer viruses or attempts to harm our systems, criminal acts and similar events.

Any interruptions or delays in our service, whether as a result of third-party errors, our errors, natural disasters or security breaches, whether accidental or willful, could harm our operations and/or reputation. Additionally, in the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur. Our disaster recovery plan has not been tested under actual disaster conditions, and we may not have sufficient capacity to recover all data and services in the event of an outage. These factors could prevent us from mining bitcoins, damage our brand and reputation, divert our employees' attention, subject us to liability, any of which could adversely affect our business, financial condition and results of operations.

Our platform and internal systems rely on software that is highly technical, and if it contains undetected errors, our business could be adversely affected.

Our platform and internal systems rely on software that is highly technical and complex. In addition, our platform and internal systems depend on the ability of such software to store, retrieve, process and manage immense amounts of data. The software on which we rely has contained, and may now or in the future contain, undetected errors or bugs. Some errors may only be discovered after the code has been released for external or internal use. Any errors, bugs or defects discovered in the software on which we rely could result in harm to our reputation, or liability for damages, any of which could adversely affect our business, results of operations and financial conditions.

We may not be able to prevent others from unauthorized use of our intellectual property, which could harm our business and competitive position.

We regard our trademarks, domain names, know-how, proprietary technologies and similar intellectual property as critical to our success, and we rely on a combination of intellectual property laws and contractual arrangements, including confidentiality and non-compete agreements with our employees and others to protect our proprietary rights. See "Item 4. Information of the Company —Intellectual Property" and "Regulation—Regulation on Intellectual Property Rights." Thus, we cannot assure you that any of our intellectual property rights would not be challenged, invalidated, circumvented or misappropriated, or such intellectual property will be sufficient to provide us with competitive advantages. In addition, because of the rapid pace of technological change in our industry, parts of our business rely on technologies developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties on reasonable terms, or at all.

Our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors. To the extent that our employees or consultants use intellectual property owned by others in their work for us, disputes may arise as to the rights in related know-how and inventions. Any failure in protecting or enforcing our intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

We may be subject to intellectual property infringement claims, which may be expensive to defend and may disrupt our business and operations.

We cannot be certain that our operations or any aspects of our business do not or will not infringe upon or otherwise violate trademarks, patents, copyrights, know-how or other intellectual property rights held by third parties. We may be from time to time in the future subject to legal proceedings and claims relating to the intellectual property rights of others. In addition, there may be third-party trademarks, patents, copyrights, know-how or other intellectual property rights that are infringed by our products, services or other aspects of our business without our awareness. Holders of such intellectual property rights may seek to enforce such intellectual property rights against us in China, the United States or other jurisdictions. If any third-party infringement claims are brought against us, we may be forced to divert management's time and other resources from our business and operations to defend against these claims, regardless of their merits. As a result, our business and results of operations may be materially and adversely affected.

Risks Related to Limited Operations in the Jurisdictions in which Our Subsidiaries Have Presence

Trading in our ordinary shares may be prohibited under the Holding Foreign Companies Accountable Act, as amended by the Consolidated Appropriations Act, 2023, and related regulations if the PCAOB determines that it cannot inspect or investigate completely our auditor for a period of two consecutive years and as a result, Nasdaq may determine to delist our ordinary shares.

Independent registered public accounting firms issue audit opinions on the financial statements included in the annual reports filed by U.S. public companies with the SEC. Auditors of companies that are traded publicly in the United States are required by the laws of the United States to undergo regular inspections by the PCAOB.

In recent years, U.S. regulatory authorities have expressed their concerns about challenges in their oversight of financial statement audits of U.S.-listed companies with significant operations in China. As part of a continued regulatory focus in the U.S. on access to audit and other information protected by national law, in particular China's, in June 2019, a bipartisan group of lawmakers introduced bills in the U.S. Congress that would require the SEC to maintain a list of issuers for which the PCAOB is not able to inspect or investigate an auditor report issued by a foreign public accounting firm. On May 20, 2020, the U.S. Senate passed the HFCAA. The HFCAA was approved by the U.S. House of Representatives on December 2, 2020. On December 18, 2020, the HFCAA was signed into law by the U.S. President. The HFCAA requires the SEC to prohibit foreign companies from listing securities on U.S. securities exchanges if a company retains a foreign accounting firm that cannot be inspected by the PCAOB for three consecutive years, beginning in 2021. On March 24, 2021, the SEC adopted interim final rules relating to the implementation of certain disclosure and documentation requirements of the HFCAA.

On June 22, 2021, the U.S. Senate passed the AHFCAA and on December 29, 2022, the Consolidated Appropriations Act was signed into law by the U.S. President, which contained a provision identical to the AHFCAA and amended the HFCAA by requiring the SEC to prohibit an issuer's securities from trading on any U.S. stock exchanges if its auditor is not subject to PCAOB inspections for two consecutive years instead of three, thus reducing the time before an issuer's securities may be prohibited from trading or delisted.

On September 22, 2021, the PCAOB adopted a final rule implementing the HFCAA, which provides a framework for the PCAOB to use when determining, as contemplated under the HFCAA, whether the PCAOB is unable to inspect or investigate completely registered public accounting firms located in a foreign jurisdiction because of a position taken by one or more authorities in that jurisdiction. On December 2, 2021, the SEC issued amendments to finalize rules implementing the submission and disclosure requirements in the HFCAA. The rules apply to registrants that the SEC identifies as having filed an annual report with an audit report issued by a registered public accounting firm that is located in a foreign jurisdiction and that PCAOB is unable to inspect or investigate completely because of a position taken by an authority in foreign jurisdictions.

Pursuant to the HFCAA, on December 16, 2021, the PCAOB issued a report on its determinations that it was unable to inspect or investigate completely PCAOB-registered public accounting firms headquartered in mainland China and in Hong Kong because of positions taken by mainland China and Hong Kong authorities in those jurisdictions, and identified the registered public accounting firms in mainland China and Hong Kong that were subject to such determinations. The PCAOB has made such designations as mandated under the HFCAA. Pursuant to each annual determination by the PCAOB, the SEC, on an annual basis, identifies issuers that have used non-inspected audit firms and thus are at risk of such suspensions in the future.

On June 14, 2022, the SEC conclusively identified us as a Commission-Identified Issuer under the HFCAA following the filing of our annual report on Form 20-F for the fiscal year ended December 31, 2021, because the report contained the audit report issued by Centurion, a registered public accounting firm headquartered in Hong Kong that the PCAOB had determined it was unable to inspect or investigate completely because of a position taken by an authority in such jurisdiction. Effective June 30, 2022, we appointed Audit Alliance as our independent registered public accounting firm for the fiscal year ended December 31, 2022 and accepted the resignation of Centurion, effective on the same date. Audit Alliance is not among the auditor firms listed on the 2021 determination report that the PCAOB was not able to inspect.

On August 26, 2022, the PCAOB signed a Statement of Protocol (SOP) Agreement with the CSRC and the MOF of the PRC regarding cooperation in the oversight of PCAOB-registered public accounting firms in the PRC and Hong Kong establishing a method for the PCAOB to conduct inspections of PCAOB-registered public accounting firms in the PRC and Hong Kong. Pursuant to the fact sheet with respect to the Protocol disclosed by the SEC, the PCAOB has independent discretion to select any issuer audits for inspection or investigation and has the unfettered ability to transfer information to the SEC. On December 15, 2022, the PCAOB determined that the PCAOB was able to secure complete access to inspect and investigate registered public accounting firms headquartered in mainland China and Hong Kong and vacated its previous 2021 adverse determinations. However, should the PCAOB fails to have complete access in the future, the PCAOB will consider the need to issue a new determination.

Our current auditor, Audit Alliance, is based in the Republic of Singapore and gives complete access to the PCAOB on a regular basis. Our auditor is not among the PCAOB-registered public accounting firms headquartered in the PRC or Hong Kong that are subject to PCAOB's determination. Notwithstanding the foregoing, in the future, if the PCAOB determines that it is unable to inspect or investigate our auditor completely, or if there is any regulatory change or step taken by any regulators that does not permit our auditor to provide audit documentations to the PCAOB for inspection or investigation, our investors would be deprived of the benefits of such inspection. Any audit reports not issued by auditors that are completely inspected or investigated by the PCAOB, or a lack of PCAOB inspections of audit work undertaken in mainland China or Hong Kong that prevents the PCAOB from regularly evaluating our auditors' audits and their quality control procedures, could result in a lack of assurance that our financial statements and disclosures are adequate and accurate, which could result in restriction to our access to the U.S. capital markets, and trading of our securities, including trading on the national exchange or "over-the-counter" markets, may be prohibited under the HFCAA.

While our business operations are not based in mainland China or Hong Kong, we may face uncertainties in the interpretation and application of PRC laws and regulations related to the limited activities conducted by our PRC subsidiary if in the future PRC laws or regulations are applied in a manner that would result in material and adverse effects on us.

We conduct substantially all of our business operations in the United States through our U.S. subsidiaries. Our Hong Kong subsidiary is a holding company which does not conduct substantial business. Our PRC subsidiary, Bitmatrix, provides limited in-house administrative support to us and our U.S. subsidiaries. While Bitmatrix does not conduct any revenue operation activity, its presence in mainland China and its limited in-house support activities could subject us to uncertainty in the interpretation and application of PRC laws and regulations. PRC laws, rules or regulations can evolve quickly and may be revised from time to time. Interpretation and implementation of current and future PRC laws and regulations may change quickly with little advance notice. If PRC laws, rules and regulations are deemed to be applicable to us and our PRC subsidiaries, we cannot assure you that we and our subsidiaries will be able to comply with them in all respects, and we and our PRC subsidiaries may be subject to fines and other government sanctions, which may materially and adversely affect our financial condition and results of operations.

If we were to be required to obtain any permission or approval from or complete any filing procedures with the CSRC, the CAC, or other PRC governmental authorities under the PRC laws, we could be subject to fines or other regulatory sanctions.

We conduct substantially all of our business operations in the United States through our U.S. subsidiaries. Our PRC subsidiary, Bitmatrix's activity is limited to in-house administrative support to the holding company and other subsidiaries and it does not conduct any revenue generating business. Other than a registration license for Bitmatrix as an entity existing and present in China, we are not aware we, Bitmatrix or any other subsidiaries are required to obtain any permission or approval from or complete any filing procedures with the PRC authorities under PRC law.

On February 17, 2023, the CSRC promulgated the Trial Administrative Measures of the Overseas Securities Offering and Listing by Domestic Companies, or the Trial Measures, and the relevant five guidelines, which became effective on March 31, 2023. Pursuant to the Trial Measures, PRC domestic companies that seek to offer and list securities in overseas markets, either directly or indirectly, are required to complete a filing procedure with the CSRC and report relevant information. The Trial Measures provides that if the issuer meets both of the following criteria, the overseas securities offering and listing conducted by such issuer will be deemed as indirect overseas offering by PRC domestic companies: (i) 50% or more of any of the issuer's operating revenue, total profit, total assets or net assets as documented in its audited consolidated financial statements for the most recent fiscal year is accounted for by domestic companies; and (ii) the main parts of the issuer's business activities are conducted in mainland China, or its main place(s) of business are located in mainland China, or the majority of senior management staff in charge of its business operations and management are PRC citizens or have their usual place(s) of residence located in mainland China. As advised by our PRC legal counsel, under current PRC laws, regulations and rules, neither we nor our PRC subsidiary is required to submit applications for the approval of the CSRC in connection with our securities offerings based on the facts that (i) we are a company incorporated in the British Virgin Islands, with none of our operating revenue, about 1% of our total loss, 2% of our total assets and 3% of our net assets in the fiscal year ended December 31, 2024 generated from mainland China; (ii) our business activities are not primarily conducted in mainland China, the main places of the our business are located outside mainland China; and the majority of our senior management staff members managing our bitcoin mining operations are non-PRC citizens and have their usual places of residence located outside mainland China. Our CEO, Mr. Deng, maintains his usual places of residence in both the U.S. and China and spends a significant amount of time each year in the U.S. overseeing and managing the overall operations of our bitcoin mining business. Our CFO, Mr. Tan, is neither a PRC citizen nor maintains his usual place of residence in mainland China. The senior management member in charge of our bitcoin mining operations, Mr. Phillip Hicks, is a U.S. citizen residing in the U.S.

On July 7, 2022, the Cyberspace Administration of China ("CAC") issued the Measures for Security Assessment of Cross-border Data Transfer, or the Measures, which took effect on September 1, 2022. According to the Measures, in addition to the self-risk assessment requirement for provision of any data outside Mainland China, a data processor shall apply to the relevant cyberspace department for data security assessment and clearance of outbound data transfer in any of the following events: (i) outbound transfer of important data by a data processor; (ii) outbound transfer of personal information by an operator of critical information infrastructure or a data processor which has processed more than one million users' personal data; (iii) outbound transfer of personal information by a data processor which has made outbound transfers of more than one hundred thousand users' personal information or more than ten thousand users' sensitive personal information cumulatively since January 1 of the previous year; and (iv) such other circumstances where ex-ante security assessment and evaluation of cross-border data transfer is required by the CAC. Our PRC subsidiary's activity related to cross-border data transfer is limited to our corporate and personnel internal uses and does not fall under any of the above specified categories. From January 1, 2022 to the date of this report, Bitmatrix made outbound data transfers of significantly less than one hundred thousand users' personal information or ten thousand users' sensitive personal information cumulatively.

Based on PRC laws and regulations in effect as of the date of this report, we believe that we or our subsidiaries have not entered into a transaction or offering that would require us or any subsidiary to obtain any permission from or complete any filing procedure with the CSRC, the CAC or any other PRC authority. Given the uncertainties of interpretation and implementation of relevant laws and regulations and the enforcement practice by the PRC government authorities, we cannot rule out the possibility that we could be subject to such approval or filing procedures in connection with Bitmatrix's presence in China and its intracompany administrative support activities. If so, we could be subject to fines or other regulatory sanctions.

Our financial condition and results of operations could be materially and adversely affected if we were to be required to comply with cybersecurity, data protection, or any other related PRC laws and regulations and were found to be noncompliant with such laws and regulations.

We and our subsidiaries may be subject to certain cybersecurity, data protection, and other PRC laws and regulations related to data, including those relating to the collection, use, sharing, retention, security, disclosure, and transfer of confidential and private information, such as personal information and other data. These laws and regulations apply not only to third-party transactions, but also to transfers of information within our organization. These laws and regulations may restrict the administrative support activities of Bitmatrix and require us and our subsidiaries to incur costs and efforts to comply, and any breach or noncompliance may subject us and our subsidiary to proceedings against such entity(ies), damage our reputation, or result in penalties and other significant legal liabilities, and thus may materially and adversely affect the business of our subsidiaries, and our financial condition and results of operations.

The PRC Data Security Law, or the Data Security Law, which was promulgated by the Standing Committee of the National People's Congress on June 10, 2021 and took effect on September 1, 2021, requires data collection to be conducted in a legitimate and proper manner and provides that, for the purpose of data protection, data processing activities must be conducted based on data classification and hierarchical protection system for data security. The Data Security Law applies to data processing activities within the territory of mainland China as well as data processing activities conducted outside mainland China which jeopardize the national interest or the public interest of China or the rights and interest of any PRC organization and citizens. Any entity failing to perform the obligations provided in the Data Security Law may be subject to orders to correct, warnings and penalties including ban or suspension of business, revocation of business licenses or other penalties. As of the date of this report, neither we nor any of our subsidiaries have conducted any data processing activities which may endanger the national interest or the public interest of China or the rights and interest of any Chinese organization and citizens. Therefore, we believe that the Data Security Law is not applicable to us and our subsidiaries.

On August 20, 2021, the Standing Committee of the National People's Congress of China promulgated the Personal Information Protection Law, or the PIPL, which took effect on November 1, 2021. The Personal Information Protection Law applies not only to personal information processing activities carried out in the territory of mainland China but also to personal information processing activities outside the mainland China for the purpose of offering products or services to persons in the territory of mainland China. The noncompliant entities could be ordered to correct, to suspend or terminate the provision of services, and face confiscation of illegal income, fines or other penalties. Since our operations are unrelated to an offering of products or services to persons in China nor do we generate revenue from China, we do not believe the PIPL applies to us or our subsidiaries. However we cannot rule out the possibility that PRC governmental authority may find all entities like us are subject to such law regardless of the nexus to China. If we or any subsidiary were deemed to be noncompliant of the PIPL, we could become subject to fines and other government sanctions.

Additionally, according to the Measures, in addition to the self-risk assessment requirement for provision of any data outside Mainland China, a data processor shall apply to the relevant cyberspace department for data security assessment and clearance of outbound data transfer in any of the specified events: (i) outbound transfer of important data by a data processor; (ii) outbound transfer of personal information by an operator of critical information infrastructure or a data processor which has processed more than one million users' personal data; (iii) outbound transfer of personal information by a data processor which has made outbound transfers of more than one hundred thousand users' personal information or more than ten thousand users' sensitive personal information cumulatively since January 1 of the previous year; and (iv) such other circumstances where ex-ante security assessment and evaluation of cross-border data transfer is required by the CAC. Our PRC subsidiary's activity related to cross-border data transfer is limited to our corporate and personnel internal uses and does not fall under any of the above specified categories. From January 1, 2022 to the date of this report, Bitmatrix made outbound data transfers of significantly less than one hundred thousand users' personal information or ten thousand users' sensitive personal information cumulatively.

The above PRC laws and regulations related to cybersecurity and data privacy are relatively new, the interpretation and implementation of these laws and regulations may be subject to revisions, and we cannot rule out the possibility that any PRC governmental authorities may subject us and our subsidiaries to such laws and regulations in the future. If they are deemed to be applicable to us and our subsidiaries, we may be considered noncompliant with such new regulations in all respects and be subject to fines and other government sanctions, which could materially and adversely affect our financial condition and results of operations.

We could be negatively affected as a result of being previously associated with Moxian subsidiaries divested in 2022 which had conducted business operations in mainland China.

Because of the past history of the Moxian subsidiaries in operating in China, the Company could be subject to investigative action by the Chinese authorities in connection with the operations of its disposed subsidiaries. As of the date of this report, the Company has not received any notification or has any knowledge of such action. In the event that we are subject to any investigations or other regulatory actions as a result of our past association with Moxian subsidiaries, we would have to spend time and resources, management would be distracted from our operations, and our operations and financial results could be materially adversely affected.

Risks Related to Our Ordinary Shares

The trading price of our ordinary shares is subject to arbitrary pricing factors that are not necessarily associated with traditional factors that influence stock prices or the value of non-bitcoin assets such as revenue, cash flows, profitability, growth prospects or business activity levels since the value and price, as determined by the investing public, may be influenced by future anticipated adoption or appreciation in value of cryptocurrencies or blockchains generally, factors over which we have little or no influence or control.

Other factors which could cause volatility in the market price of our ordinary shares include, but are not limited to:

- actual or anticipated fluctuations in our financial condition and operating results or those of companies perceived to be similar to us;
- actual or anticipated changes in our growth rate relative to our competitors;
- commercial success and market acceptance of blockchain and bitcoin and other cryptocurrencies;
- actions by our competitors, such as new business initiatives, acquisitions and divestitures;
- strategic transactions undertaken by us;
- additions or departures of key personnel;
- prevailing economic conditions;
- disputes concerning our intellectual property or other proprietary rights;
- sales of our ordinary shares by our officers, directors or significant stockholders;
- other actions taken by our stockholders;
- future sales or issuances of equity or debt securities by us;
- business disruptions caused by earthquakes, tornadoes or other natural disasters;
- issuance of new or changed securities analysts' reports or recommendations regarding us;
- legal proceedings involving our company, our industry or both;
- changes in market valuations of companies similar to ours;
- the prospects of the industry in which we operate;
- speculation or reports by the press or investment community with respect to us or our industry in general;
- the level of short interest in our stock; and
- other risks, uncertainties and factors described in this annual report.

In addition, the stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of the issuer. These broad market fluctuations may negatively impact the price or liquidity of our ordinary shares. When the price of a stock has been volatile, holders of that stock have sometimes instituted securities class action litigation against the issuer.

We may be unable to comply with the applicable continued listing requirements of the Nasdaq Capital Market, which may adversely impact our access to capital markets and may cause us to default certain of our agreements.

Our ordinary shares is currently traded on the Nasdaq Capital Market. Nasdaq rules require us to maintain a minimum closing bid price of \$1.00 per common share. The closing bid price of our ordinary shares fell below \$1.00 per share for 30 consecutive trading days, so we were not in compliance with Nasdaq's rules for listing standards. Although we regained compliance, there can be no assurance we will continue to meet the minimum bid price requirements or any other requirements in the future, in which case our ordinary shares could be delisted.

In the event that our ordinary shares are delisted from Nasdaq and are not eligible for quotation or listing on another market or exchange, trading of our ordinary shares could be conducted only in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the OTC. In such event, it could become more difficult to dispose of, or obtain accurate price quotations for our ordinary shares and there would likely also be a reduction in our coverage by securities analysts and the news media, which could cause the price of our ordinary shares to decline further. In addition, our ability to raise additional capital may be severely impacted, which may negatively affect our plans and the results of our operations.

If securities or industry analysts do not publish research or publish unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our ordinary shares will be influenced by whether industry or securities analysts publish research and reports about us, our business, our market or our competitors and, if any analysts do publish such reports, what they publish in those reports. We may not obtain or maintain analyst coverage in the future. Any analysts that do cover us may make adverse recommendations regarding our stock, adversely change their recommendations from time to time and/or provide more favorable relative recommendations about our competitors. If analysts who may cover us in the future were to cease coverage of our company or fail to regularly publish reports on us, or if analysts fail to cover us or publish reports about us at all, we could lose (or never gain) visibility in the financial markets, which in turn could cause the stock price of our ordinary shares or trading volume to decline. Moreover, if our operating results do not meet the expectations of the investor community, one or more of the analysts who cover our company may change their recommendations regarding our company and our stock price could decline.

Our ordinary shares may be thinly traded and you may be unable to sell at or near ask prices or at all if you need to sell your shares to raise money or otherwise desire to liquidate your shares.

Our ordinary shares may be "thinly-traded", meaning that the number of persons interested in purchasing our ordinary shares at or near bid prices at any given time may be relatively small or non-existent. This situation may be attributable to a number of factors, including the fact that we are relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community that generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk-averse and might be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we became more seasoned. As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. Broad or active public trading market for our ordinary shares may not develop or be sustained.

Volatility in our ordinary shares price may subject us to securities litigation.

The market for our ordinary shares may have, when compared to seasoned issuers, significant price volatility and we expect that our share price may continue to be more volatile than that of a seasoned issuer for the indefinite future. In the past, plaintiffs have often initiated securities class action litigation against a company following periods of volatility in the market price of its securities. We may, in the future, be the target of similar litigation. Securities litigation could result in substantial costs and liabilities and could divert management's attention and resources.

We are not likely to pay cash dividends in the foreseeable future.

We currently intend to retain any future earnings for use in the operation and expansion of our business. Accordingly, we do not expect to pay any cash dividends in the foreseeable future but will review this policy as circumstances dictate.

You may face difficulties in protecting your interests as a shareholder, as the laws of British Virgin Islands provides substantially less protection when compared to the laws of the United States and it may be difficult for a shareholder of ours to effect service of process or to enforce judgements obtained in the United States courts.

Our corporate affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and by the BVI Business Companies Act, as revised, and common law of the British Virgin Islands. The rights of shareholders to take legal action against our directors and us, actions by minority shareholders and the fiduciary responsibilities of our directors to us under British Islands law are to a large extent governed by the common law of the British Virgin Islands. The common law of the British Virgin Islands is derived in part from comparatively limited judicial precedent in the British Virgin Islands as well as from English common law. Decisions of the Privy Council (which is the final court of appeal for British overseas territories such as the British Virgin Islands) are binding on a court in the British Virgin Islands. Decisions of the English courts, and particularly the Supreme Court of the United Kingdom and the Court of Appeal are generally of persuasive authority but are not binding on the courts of the British Virgin Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under British Virgin Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the British Virgin Islands has a less developed body of securities laws as compared to the United States and provide significantly less protection to investors. In addition, British Virgin Islands companies may not have standing to initiate a shareholder derivative action before the United States federal courts. The British Islands courts are also unlikely to impose liabilities against us in original actions brought in the British Virgin Islands, based on certain civil liability provisions of United States securities laws.

A majority of our directors and executive officers are nationals or residents of countries other than the United States and all or a substantial portion of such individuals' assets are located outside the United States. Other than our CEO and director, Mr. Conglin Deng who is a PRC national but resides part of the year in the U.S. managing the operations of our U.S. subsidiaries, our directors, Tao Xu, Chuan Zhan and Yanyan Sun, are nationals or residents of the PRC. Our director and Audit Chair, Lionel Choong, is a Malaysian national and does not reside in the PRC. Our CEO, Wanhong Tan, also a Malaysian, resides in Malaysia for a substantial portion of his time attending to the affairs of our Company. As a result, it may be difficult for a shareholder to effect service of process within the United States upon some of these persons, or to enforce against us or them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States.

As a result of all of the above, our shareholders may have more difficulty in protecting their interests through actions against us or our officers, directors or major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the United States.

We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to United States domestic public companies.

We are a foreign private issuer within the meaning of the rules under the Exchange Act. As such, we are exempt from certain provisions applicable to United States domestic public companies. For example:

- we are not required to provide as many Exchange Act reports, or as frequently, as a domestic public company;
- for interim reporting, we are permitted to comply solely with our home country requirements, which are less rigorous than the rules that apply to domestic public companies;
- we are not required to provide the same level of disclosure on certain issues, such as executive compensation;
- we are exempt from provisions of Regulation FD aimed at preventing issuers from making selective disclosures of material information;
- we are not required to comply with the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act; and
- we are not required to comply with Section 16 of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and establishing insider liability for profits realized from any “short-swing” trading transaction.
- We currently intend to file annual reports on Form 20-F and reports on Form 6-K as a foreign private issuer. Accordingly, our shareholders may not have access to certain information they may deem important.

If we are classified as a passive foreign investment company, United States taxpayers who own our ordinary shares may have adverse United States federal income tax consequences.

A non-U.S. corporation such as ourselves will be classified as a passive foreign investment company, which is known as a PFIC, for any taxable year if, for such year, either

- at least 75% of our gross income for the year is passive income; or
- the average percentage of our assets (determined at the end of each quarter) during the taxable year which produce passive income or which are held for the production of passive income is at least 50%.

Passive income generally includes dividends, interest, rents and royalties (other than rents or royalties derived from the active conduct of a trade or business) and gains from the disposition of passive assets.

If we are determined to be a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. taxpayer who holds our ordinary shares, the U.S. taxpayer may be subject to increased U.S. federal income tax liability and may be subject to additional reporting requirements.

Depending on the amount of cash we raise in a public offering completed in March 2018, together with any other assets held for the production of passive income, it is possible that, for our 2018 taxable year or for any subsequent year, more than 50% of our assets may be assets which produce passive income. We will make this determination following the end of any particular tax year. Although the law in this regard is unclear, we treat our consolidated affiliated entities as being owned by us for United States federal income tax purposes, not only because we exercise effective control over the operation of such entities but also because we are entitled to substantially all of their economic benefits, and, as a result, we consolidate their operating results in our consolidated financial statements. For purposes of the PFIC analysis, in general, a non-U.S. corporation is deemed to own its pro rata share of the gross income and assets of any entity in which it is considered to own at least 25% of the equity by value.

For a more detailed discussion of the application of the PFIC rules to us and the consequences to U.S. taxpayers if we were determined to be a PFIC, see “Item 10.E. Taxation — United States Federal Income Taxation — Passive Foreign Investment Company.”

ITEM 4. INFORMATION ON THE COMPANY

History and Development of the Company

Our Company was incorporated in the British Virgin Islands on May 18, 2021. On August 16, 2021, the Company completed a redomicile merger with its predecessor company, Moxian, Inc., a Nevada corporation pursuant to an Agreement and Plan of Merger entered into on May 28, 2021, wherein it acquired all the assets, liabilities, rights, obligations and operations of the latter and its subsidiaries, through an exchange of an identical number of its ordinary shares.

On October 25, 2021, the Board approved to re-designate 3,333,333 of its authorized but unissued ordinary shares of par value of \$0.015 each (the “Ordinary Shares”) as 3,333,333 preferred shares of par value of \$0.01515 each (the “Preferred Shares”) and amend its Memorandum and Articles of Association, among other things, to specify the rights attaching to the preferred shares. On October 28, 2021, the Company filed its Amended and Restated Memorandum and Articles of Association with the British Virgin Islands Registrar of Corporate Affairs. Under the then effective memorandum and articles, the Company was authorized to issue 10,000,000 Ordinary Shares and 3,333,333 Preferred Shares.

On November 11, 2021, the Board approved to issue 333,333 Preferred Shares to Bridgeforrest (BVI) Inc., a holding company owned by Conglin (Forrest) Deng, the Chief Executive Officer and an Executive Director of the Company, for gross proceeds of \$5,000,000. The shares were issued on December 1, 2021.

On December 28, 2021, in a Special Meeting, the shareholders approved the issue of up to 1.33 million new ordinary shares of the Company, at a price of \$37.50 per share to certain non-US based accredited investors. On February 11, 2022, the Company completed this private placement and issued 1,066,666 new shares, raising \$40 million, which it has used in bitcoin mining in order to diversify its business operations.

Our predecessor company, Moxian, Inc (“Moxian”) was incorporated in the State of Nevada, United States, on October 12, 2010. It was uplisted to the Nasdaq Capital Market on November 14, 2016, operating as an O2O enterprise, with two major lines of business mobile applications linking small and medium enterprises to its network platform and digital advertising through a partnership with Xinhua New Media, which operates the official app of the New China News Agency, a state-backed media firm. The mobile app business failed to achieve a meaningful share of the market and incurred huge losses, primarily because users found the Moxian app unwieldy and not user-friendly. By September 30, 2018, the Company had to halt this business as it ran out of working capital whilst the digital advertising continued until July 2022 when the Company divested its entire business operation in China.

There were discussions with various parties for strategic partnerships between June 2018 to the end of 2020 but none of these business opportunities materialized.

In August, 2021, Moxian, Inc decided to redomicile to the British Virgin Islands through a merger with its wholly-owned subsidiary, Moxian BVI. Moxian BVI became the surviving company when the merger was completed in August 2021. In September 2021, the Company appointed a new CEO who was tasked to identify new business for the Company in order to broaden its earnings base. Following non-binding expressions of support from some shareholders, the Company decided to venture into bitcoin mining and called for a Special Meeting of shareholders in December 2021 to approve related proposals as noted above. All these proposals were approved at the Special Meeting and in February 2022, the Company completed its capital raising exercise, with a total subscription of 16 million new ordinary shares for \$40 million.

On October 25, 2023, the Company’s Board of Directors approved to change the name of the Company from “Moxian (BVI) Inc” to “Abits Group Inc.” On November 14, 2023, the British Virgin Islands Registrar of Corporate Affairs issued the certificate of name change to the Company. In connection with the corporate name change, the Board of Directors approved to change the ticker symbol for the Company’s ordinary shares traded on the Nasdaq Capital Market from “MOXC” to “ABTS” effective November 17, 2023.

On February 13, 2025, the Board of Directors approved to change the maximum number of shares the Company is authorized to issue from 200,000,000 shares comprising: (i) 150,000,000 ordinary shares of par value US\$0.001 each, and (ii) 50,000,000 preferred shares of par value \$0.00101 each, to an unlimited number of ordinary shares of no par value each and an unlimited number of preferred shares of no par value each (collectively, the “Changes of Authorized Shares”), and to amend and restate the Company’s memorandum and articles of association, as amended, to reflect the Changes of Authorized Shares (the “Amended and Restated Memorandum and Articles”). On February 17, 2025, the Amended and Restated Memorandum and Articles became effective upon filing with the Registrar of Corporate Affairs of the British Virgin Islands.

On February 13, 2025, the Board of Directors approved to effect a share consolidation (the “Reverse Split”) of the Company’s authorized and issued ordinary shares and preferred shares at the ratio of one-for-fifteen. The Reverse Split of the ordinary shares was reflected on the NASDAQ Capital Market and in the marketplace at the open of business on March 10, 2025 (the “Effective Date”). Prior to the Effective Date, there were 35,554,677 ordinary shares and 5,000,000 preferred shares outstanding. As a result of the Reverse Split, 2,370,139 ordinary shares and 333,333 preferred shares are outstanding. The Company redeemed at market value the resulting fractional shares.

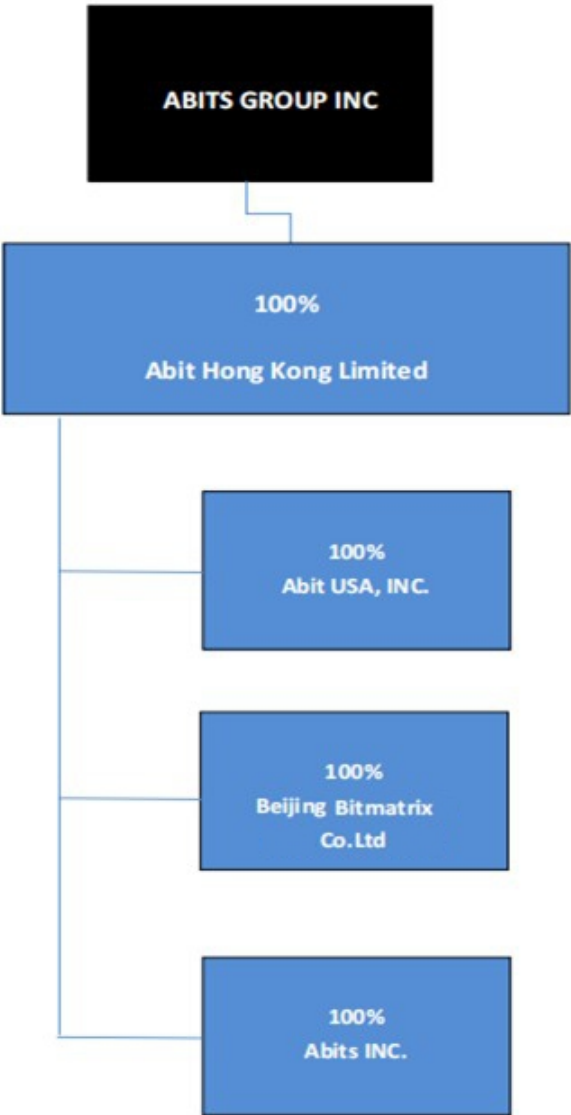
As of the date of this report, the subsidiaries of the Company are as follows:

Name of Company	Country of Incorporation	Date of Incorporation	Principal Activity
Abit Hong Kong Limited	Hong Kong SAR	May 8, 2019	Investment Holding
Beijing Bitmatrix Technology Co. Ltd	Peoples’ Republic of China	December 20, 2019	In-house Support Services
Abit USA, Inc	Delaware, United States	April 26, 2022	Bitcoin Mining
Abits Inc.	Delaware, United States	November 22, 2023	Bitcoin Mining

Organization Chart

The following diagram illustrates our corporate structure, as of the date of this report:

Abits Group Inc



Business Overview

Bitcoin Mining

Operations of bitcoin mining

In view of the widespread adoption of blockchain technology and bitcoin worldwide, the Company determined to enter the bitcoin mining industry, which is the production of bitcoin. Management believes that bitcoin mining is profitable and its business plan is viable.

Our facility and mining platform will operate with the primary intent of accumulating bitcoin which we may sell for fiat currency from time to time depending on market conditions and management's determination of our cash flow needs.

Performance Metrics of bitcoin mining

The Company operates mining hardware which performs computational operations in support of the blockchain measured in "hash rate" or "hashes per second." A "hash" is the computation run by mining hardware in support of the blockchain; therefore, a miner's "hash rate" refers to the rate at which it is capable of solving such computations. The original equipment used for mining bitcoin utilized the Central Processing Unit (CPU) of a computer to mine various forms of bitcoin. Due to performance limitations, CPU mining was rapidly replaced by the Graphics Processing Unit (GPU), which offers significant performance advantages over CPUs. General purpose chipsets like CPUs and GPUs have since been replaced in the mining industry by Application Specific Integrated Circuits (ASIC) chips. These ASIC chips are specifically to maximize the rate of hashing operations.

The Company measures our mining performance and competitive position based on overall hash rate being produced in our mining sites. The latest equipment in our fleet of miners, the Bitmain S19 XP performs with a maximum hashrate of 64 TH/s per unit and is on the cutting edge of available mining equipment. However, advances and improvements to the technology are ongoing and may be available in quantities in the market in the near future which may affect our perceived position.

Halving

Further affecting the industry, and particularly for the bitcoin blockchain, the cryptocurrency reward for solving a block is subject to periodic incremental halving. Halving is a process designed to control the overall supply and reduce the risk of inflation in cryptocurrencies using a Proof-of-Work consensus algorithm. At a predetermined block, the mining reward is cut in half, hence the term “halving”. For bitcoin, the reward was initially set at 50 bitcoin currency rewards per block and this was cut in half to 25 in November 28, 2012 at block 210,000 and again to 12.5 on July 9, 2016 at block 420,000 and on May 11, 2020 at block 630,000 when the reward was halved to 6.25. On April 19, 2024 it was halved again to 3.125. With each halving, the mining rewards to the miners are halved and the industry becomes a lot more competitive.. This process of halving will reoccur until the total amount of bitcoins in circulation reaches 21 million, which is expected to occur around 2140.

Network Hash Rate and Difficulty

In cryptocurrency mining, “hash rate” is a measure of the processing speed by a mining computer for a specific coin. An individual miner, has a hash rate total of its miners seeking to mine a specific coin. The higher total hash rate of a specific miner, as a percentage of the system wide total hash rate, generally results over time in a corresponding higher success rate in coin rewards as compared to miners with lower hash rates.

Mining Pools

A “mining pool” is the pooling of resources by miners, who share their processing power over a network and split rewards according to the amount of work they contributed to the probability of placing a block on the blockchain. Mining pools emerged in response to the growing difficulty and available hashing power that competes to place a block on the bitcoin blockchain.

The Company participates in mining pools wherein groups of miners associate to pool resources and earn cryptocurrency together allocated to each miner according to the “hashing” capacity they contribute to the pool. As additional miners competed for the limited supply of blocks, individuals found that they were working for months without finding a block and receiving any reward for their mining efforts. To address this variance, miners started organizing into pools to share mining rewards more evenly on a pro rata basis based on total hashing capacity contributed to the mining pool.

The mining pool operator provides a service that coordinates the computing power of the independent mining enterprise. Fees are paid to the mining pool operator to cover the costs of maintaining the pool. The pool uses software that coordinates the pool members’ hashing power, identifies new block rewards, records how much work all the participants are doing, and assigns block rewards for successful algorithm solutions in-proportion to the individual hash rate that each participant contributed to a given successful mining transaction. While we do not pay pool fees directly, pool fees are deducted from amounts we may otherwise earn. Fees (and payouts) fluctuate and historically have been approximately 2% on average.

Mining pools are subject to various risks such as disruption and down time. Riot has internally created software that monitors its hashing performance and reward rates to monitor credits for our contributed hashing power. In the event that a pool experiences down time or not yielding returns, our results may be impacted.

Competition

In bitcoin mining, companies, individuals and groups generate units of bitcoin through mining. Miners can range from individual enthusiasts to professional mining operations with dedicated data centers. Miners may organize themselves in mining pools. The Company competes or may in the future compete with other companies that focus all or a portion of their activities on owning or operating bitcoin exchanges, developing programming for the blockchain, and mining activities. At present, the information concerning the activities of these enterprises is not readily available as the vast majority of the participants in this sector do not publish information publicly or the information may be unreliable. Published sources of information include “bitcoin.org” and “blockchain.info”; however, the reliability of that information and its continued availability cannot be assured.

The bitcoin industry is a highly competitive and evolving industry and new competitors and/or emerging technologies could enter the market and affect our competitiveness in the future.

Recent Developments

Hosting Agreements

On December 20, 2024, Abit USA entered into a hosting agreement with 4545 S Mendenhall LLC (the “Mendenhall Hosting Agreement”) for the provision of electricity power, network services, facility maintenance and technical support of mining equipment installed at our new mining facility located in Memphis, Tennessee. The Mendenhall Hosting Agreement has an initial term of two years and may be terminated after one year by either party with 60 days advance written notice to the other party. Pursuant to the Hosting Agreement, Abit USA would pay an initial deposit of \$275,940 to the service provider. It would pay a hosting fee consisting of energy cost, service reimbursement and a profit share equaling to 25% of the net profit for a hosted period.

On March 5, 2025, Abit USA entered into Amendment #1 to Hosting Agreement with 4545 S Mendenhall LLC (the “Amended Hosting Agreement”). The Amended Hosting Agreement provides for an updated commencement date of the hosting services and an increased power capacity. It amended the initial deposit to \$285,600 and the profit share to 33.5% of the net profit, among other things.

Asset Purchase Agreement

On March 7, 2025, Abit USA entered into a sales and purchase agreement with Bitmain Technologies Delaware Limited, an unrelated third party (the “Supplier”). Pursuant to the agreement, Abit USA purchased certain HASH super computing servers from the Supplier for an aggregate purchase price of \$3,214,800.00 for its cryptocurrency mining operations. The deployment of these new Antminer S19XP machines is expected to be completed in April 2025, effectively doubling Abit USA’s mining capacity.

Loan Agreement

On March 17, 2025, Abit USA entered into a loan agreement (the “Loan Agreement”) with Jizhez Holdings Limited, a Hong Kong company and an unrelated third party (the “Lender”), pursuant to which Abit USA would borrow from the Lender a loan in the original principal amount of \$3,000,000.00 (the “Loan”). Abit USA will use the proceeds from the Loan to acquire certain assets for its bitcoin mining operations pursuant to an asset purchase agreement (referenced below). The Loan bears interest at a simple rate of 12.0% per annum and has a term of twenty-four months from the date of the Loan proceeds are delivered by the Lender. Abit USA may prepay all or a portion of the Loan at any time. Pursuant to the Loan Agreement, Abit USA is required to repay the Loan in twenty-four equal monthly installments, with each installment payment amount being \$155,000.00. The Loan is secured by certain assets of Abit USA, including land, building and other assets located in Duff, Tennessee. In the event of a default by Abit USA, the remaining unpaid balance of the Loan would be immediately due and payable, and the Lender has the right to take possession of and sell the collateral and exercise any other remedies available under applicable law. The Loan closed on March 17, 2025.

Nasdaq Listing

On April 12, 2024, the Company received a notice from the Nasdaq Listing Qualifications Department of the Nasdaq Stock Market LLC (“Nasdaq”) stating that the bid price of our ordinary shares for the prior 30 consecutive trading days had closed below the minimum \$1.00 per share required for continued listing under Listing Rule 5550(a)(2) (the “Minimum Bid Price Requirement” or “Listing Rule”). We had a period of 180 calendar days, or until October 9, 2024, to regain compliance.

On October 10, 2024, we received notification that Nasdaq has granted the Company an additional 180 calendar day period, or until April 7, 2025, to regain compliance with the Minimum Bid Price Requirement. The notification indicated that, in accordance with Nasdaq Marketplace Rule 5810(c)(3) (A), we were eligible for the additional grace period because we met the continued listing requirement for market value of publicly held shares and all other applicable requirements for initial listing on the Nasdaq Capital Market with the exception of the bid price requirement and our written notice to Nasdaq of our intentions to cure the deficiency by effecting a reverse stock split, if necessary.

On December 10, 2024, at the Company’s annual meeting of shareholders, shareholder approved a share consolidation of the Company’s authorized and issued ordinary shares at a ratio ranging from any whole number between one-for-six and one-for-fifteen, with the exact ratio within such range to be determined by the Board of Directors in its discretion and an amendment and restatement to the Company’s memorandum and articles of association giving effect to the share consolidation.

On February 13, 2025, the Board of Directors approved to effect a consolidation of the Company’s authorized and issued ordinary shares and preferred shares at the ratio of one-for-fifteen (the “Reverse Split”). The Reverse Split became effective on the Nasdaq Capital Market on March 10, 2025. All share and per share amounts have been restated for all periods presented to reflect the Reverse Split. On March 24, we received notification from Nasdaq that we had regained compliance with the Listing Rule.

Legal Proceedings

We are currently not a party to any material legal or administrative proceedings. We may from time to time be subject to various legal or administrative claims and proceedings arising in the ordinary course of business. Litigation or any other legal or administrative proceeding, regardless of the outcome, is likely to result in substantial cost and diversion of our resources, including our management’s time and attention.

Property, Plant and Equipment

Effective July 2022, the Company no longer has substantial business operations in China. However, it still maintains a small office of about 200 square meters for a staff of 3, who are engaged in accounting and administrative functions. There is no rental payable as this office is within a larger office occupied by a third party who pays the entire monthly rent of about \$9,200 on a two year lease. The Company anticipates this arrangement to be only temporary as it will eventually move the back-office operations to the United States.

The Company also maintains a registered office at Level 24, Lee Garden One, 33 Hysan Avenue in Causeway Bay, Hong Kong SAR.

As the Company is in the bitcoin mining business, its investment in plant and equipment is substantial and is centered at its self-owned property at 4458 White Oak Road, Duff, TN 37729, where its principal subsidiary, Abit USA, operates.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Review of Operations

Our mining facility in Duff, Tennessee was completed in late August 2023 at a total cost of \$3.34 million which includes the cost of the land. Comprising an office building, a water reservoir, the mining rigs and ancillary equipment, it occupies a total acreage of approximately 1.86 acres, with its electricity of up to 10 MW from the La Follette Utility Board and its water from Clear-fork Utility District both, under long-term agreements which ensure stability of supply.

During the year, minor improvement works were carried out at the site, including enlarging the water reservoir to improve rainfall capture and related piping works. This was an initiative to reduce electric consumption with hydro power as a substitute in certain tasks, which is not only cheaper but more environmentally friendly with reduced noise levels.

Our mining equipment comprised mainly a fleet of the highly regarded Bitmain Antminer S19XP (1,370 units) and enabled us to produce a hash rate of 500 pH/sec by the first quarter of 2025. Additions to the year included 190 units of Antminer S19XP and 315 units of Antminer T21 at a total cost of \$1.65 million.

We operate mostly at off-peak hours with the support of three technicians working on shifts and a site manager. Our contracted electricity is at about \$0.04 per KWH and our water at about \$0.07 per gallon. These rates were generally maintained throughout the year.

During the year, we also acquired a new piece of land in Wisconsin of about \$687,000 but this project is stalled as of this time of writing because of rezoning approvals.

With the Duff operation now running smoothly and operating at its optimum level, we began to evaluate other suitable sites to upscale our operations. In March 2025, we signed a Hosting Agreement with a local Memphis utility board with a power supply of an initial 12 MW, expandable to 22 MW. This project should come on stream in the second quarter of 2025 and should make a significant contribution to our earnings.

Financial Review

2024 represents the first full-year operations for the Company, a significant milestone as the Duff site only operated in the last quarter of 2023.

Figures for the two months in the following review are not therefore strictly comparable.

Revenue rose to \$6.71 million, against \$1.68 million in 2023, suggesting a 300% increase but in reality it only indicates that our operations went smoothly throughout the year. This income includes a maiden contribution of \$140,705 from hosting activities as we seek to maximize the capacity of our electricity supply from the local utility board.

Mining output comprises 100.55 bitcoins (“BTC”) against 43.93 BTC in the previous year and the revenue is further buoyed by a strong performance of the BTC price during the year. BTC prices rose from about the \$40,000 level per coin to close the year at about \$90,000 and there was a period from about April to October when prices were sustained at the \$60,000 range.

Cost of revenue was \$3.34 million, of which electricity was the main component with water and site manpower costs comprising the balance. We operate mostly at off peak hours and also use hydro-power wherever feasible such as in the cooling of the machines. To that end, we dug a deeper well during the year to increase our water reservoir for higher storage during rainfall periods.

Profit from operations, excluding amortization of mining equipment and depreciation of the the site property, registered at \$3.38 million (2023: \$1.23 million) reflecting a gross margin of 50.3%, which we consider to be quite commendable.

General and administrative overheads increased by 41.93% to \$2.09 million because of the impact of a full year’s costs and we also we engaged additional resources to search for other sites. Other major items include professional fees of \$0.37 million and finance expenses of \$31,729 but generally, we maintain all fixed costs as low as practicable.

Amortization of equipment was \$2.59 million (2023: \$0.44 million) reflecting the higher usage in 2024 whereas the depreciation of our property was \$2.63 million (2023: \$ 4.97 million).

We began the year with an inventory of 16.41 bitcoins and produced 100.55 bitcoins during the year. The halving of miner rewards in late April saw a drop of over 40% in our output from May onwards, which is inline with expectations. Our long-term strategy is to build a stockpile of bitcoins over time but as and when required, we may convert to other digital assets such as USDT and USDC for payments to industry suppliers although most other enterprises still prefer USD.

We ended the year with \$1.1 million (2023:\$ 0.88 million) in cash reserves but depleted our treasury of bitcoins. Digital assets, including USDT and USDC, had only a balance of \$257,753 at December 31, 2024 (2023: \$1,194,157).

Other major assets in the Balance Sheet are generally comparable: Property, plant and equipment (\$9.44 million) against \$9.47 million in 2023 and other payable and accruals (\$0.99 million) against \$ 1.01 million in 2023.

In March 2025, we incurred debt for the first time in our \$3 million from an unrelated third party which carries simple interest at 12% per annul and repayable in equal monthly repayments over a period of two years. This loan was to fund our acquisition of 2,850 units of Antminer S19XP for the new project in Memphis.

Prospects

We see 2025 as a difficult year with the reverberations from the US tariffs yet to work their way into the world markets. With our Memphis project coming on stream in the second quarter, we remain hopeful that the additional earnings will have a significant impact on our bottom line.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

6A. DIRECTORS AND SENIOR MANAGEMENT

Our directors and executive officers are as follows;

Name	Age	Position
Conglin Deng	41	Chief Executive Officer and Director
Wanhong Tan	71	Chief Financial Officer
Khuat Leok Choong, Lionel	63	Independent Director and Audit Chair(1)(2)(3)
Tao Xu	38	Independent Director (1)(2)(3)
Chuan Zhan	55	Independent Director (1)(2)(3)
Yanyan Sun	38	Executive Director

- (1) Member of Audit Committee
- (2) Member of Compensation Committee
- (3) Member of the Corporate Governance and Nominating Committee

Below is a summary of the experience of each of our directors and executive officers.

Mr. Conglin Deng was appointed Chief Executive Officer of the Company effective September 20, 2021 and has served as a director of the Company since August 9, 2021. Mr. Deng has been the sole director of the Company’s U.S. subsidiaries, Abit USA, Inc. and Abits Inc, since their formations in 2022 and 2023, respectively. He has previously served as the General Manager of Beijing Jiuteng Investment Limited since 2016, where he was responsible for managing its blockchain and bitcoin mining related investments. Prior to this engagement as the CEO of the Company, he was a co-founder of a company involved in the operation of online games and games publishing. Mr. Deng studied at the Beijing Foreign Studies University and graduated in 2007 with a major in English.

Mr. Wanhong Tan has served as our Chief Financial Officer since July 25, 2016. Mr. Tan trained with Grant Thornton in Liverpool, UK and was admitted as an Associate of the Institute of Chartered Accountants (England and Wales) in 1980. He started his career with KPMG Kuala Lumpur in 1981 and in July that year, was promoted to be the Resident Manager of the Penang Office. In 1983, Mr. Tan joined a listed client as the Group Financial Controller before leaving for Sime Darby, Malaysia’s largest Asian-based conglomerate in 1986 as the Group Chief Accountant. He had a successful career with Sime Darby, holding various senior positions over a span of 18 years but left in 2004 following a reorganization of the group. In 2007, Mr. Tan joined Hong Leong Asia, Singapore on a specific assignment in China which he completed in 2009. He then took the post of Head of Investor Relations with 361 Degrees International, a Mainland sportswear group listed on the Stock Exchange of Hong Kong. where he stayed for a further six years.

Mr. Lionel Choong Khuat Leok, was appointed to the Board of the predecessor company on May 11, 2018 and reappointed as a director of the company as one of its first directors on August 9, 2021. He has over 33 years of working experience in accounting, auditing, internal control, corporate finance and corporate governance. He started his working career with BDO Binder Hamlyn (“BDO”) in London in 1984 where he was later promoted as the supervisor and manager for the banking and financial services team which managed various projects in structured finance as well as consultation projects for BDO’s client’s initial public offerings. During his term with BDO, Mr. Choong gained the Institute of Chartered Accountants in England and Wales (ICAEW) Certification as a certified accountant.

Mr. Choong is the Chief Financial Officer and board member of Logiq Inc., (OTCQX: LGIQ) since July 17, 2015. Mr. Choong was the Vice Chairman, Audit Committee Chair and an independent non-executive director of Emerson Radio Corp. Inc. (NYSE: MSN) from November 2013 to June 2017. Between April 2009 and June 2015, he was the acting Chief Financial Officer of Global Regency Ltd., 2015 and remains as its consultant. Mr. Choong is a director and consultant for Willsing Company Ltd., a position he has held since August 2004 and Board Advisor to Really Sports Co., Ltd., a position he has held since June 2013. Mr. Choong has a wide range of experience in a variety of senior financial positions with companies in China, Hong Kong SAR, and London, UK. His experience encompasses building businesses, restructuring insolvency, corporate finance, and initial public offerings in a number of vertical markets, including branded apparel, consumer and lifestyle, consumer products, pharmaceuticals, and logistics. From June 2008 to May 2011, Mr. Choong was acting Chief Financial Officer of Sinobiomed, Inc. (predecessor company of Logiq, Inc.).

Mr. Choong is a fellow member of the Institute of Chartered Accountants in England and Wales and holds a corporate finance diploma from this Institute. He is also a CPA and practicing member of the Hong Kong Institute of Certified Public Accountants and a member of the Hong Kong Securities Institute. Mr. Choong holds a Bachelor of Arts in Accountancy from London Guildhall University, UK, and a Master of Business Administration from the Hong Kong University of Science and Technology and the Kellogg School of Management at US Northwestern University.

Based on Mr. Choong’s professional work experience, previous directorships, and education, the Board believes that he is qualified to serve as an independent non-executive director and Audit Committee Chair of the Company.

Mr. Tao Xu was appointed to the Board on October 11, 2021. He graduated from Shandong Lin Yi College in 2008 with a Bachelor’s degree in electrical and mechanical engineering. From March 2018 to December 2019, he had served as the Operations Director of Beijing Qinlin Interactive Limited, a company engaged in the promotion and distribution of online games. Since January 2020, Mr. Xu has been the General Manager of Beijing Jiu Shi Jiu Technology Services Co. Ltd., a provider of bitcoin mining operations and technical services, including the operation, maintenance and trading of bitcoin mining machines. In that role, he is responsible for the company’s bitcoin mining operations and overall business development.

Mr. Chuan Zhan was appointed to the Board on November 30, 2021. He graduated from Changchun Institute of Technology with a Bachelor’s degree in Water Supply and Drainage, followed by a Research Fellowship and a Master’s Degree in Economics from the Hohai University in Nanjing, China in 1998.

Mr. Zhan is a well-known investor in China, having successfully invested in a number of start-ups and public companies in the sectors of new technologies and renewable energies. Since 2014, he has been the Investment Director at Shenzhen Guojin Investment Co. Ltd and the Founding Member of IFC Capital Limited, a private equity firm. He was also previously a Visiting Professor of Economics at Nanjing University in China.

Ms. Yanyan Sun has served as a director since December 10, 2024. Ms. Sun has served as Assistant to the CEO in addition to her roles at the Company’s wholly-owned subsidiary responsible for personnel and administration aspects of the Company’s operations since March 2021. Ms. Sun took the primary role in the successful roll out of the Company’s human resources management system. From July 2016 to February 2021, Ms. Sun was a human resources specialist at Beijing MUYOU Interactive Technology Co., Ltd where she was responsible for the recruitment, new employee onboard training and other employment related matters. From October 2014 to July 2016, Ms. Sun was a human resources staff member at Huizhong Fortune focused on the development of HR management systems for recruitment, training, performance review, leave and other employment matters. From December 2007 to September 2014, Ms. Sun was a retail banking associate with the Bank of Beijing. Ms. Sun received her Bachelor of Law degree from Beijing Technology and Business University in 2009. Ms. Sun was elected as a director because of her in-depth knowledge of our organization and extensive experience in corporate human resources management.

6B. COMPENSATION

The following table presents summary information regarding the total compensation awarded to, earned by, or paid to each of the named executive officers for services rendered to us for the years ended December 31, 2024 and December 31, 2023.

Name and Principal Position	Fiscal Year	Salary (\$)	Fees (\$)	Total (\$)
Conglin Deng <i>Chief Executive Officer⁽¹⁾</i>	2024	120,000	-	120,000
	2023	120,000	-	120,000
Wanhong Tan <i>Chief Financial Officer</i>	2024	120,000	-	120,000
	2023	120,000	-	120,000
Khuat Leok Choong, Lionel <i>Independent Director and Audit Committee Chair</i>	2024		9,000	9,000
	2023		9,000	9,000
Tao Xu <i>Independent Director</i>	2024		5,000	5,000
	2023		5,000	5,000
Chuan Zhan <i>Independent Director</i>	2024		5,000	5,000
	2023		5,000	5,000
Yanyan sun <i>Executive Director</i>	2024	1,794		1,794

(1) Conglin Deng was appointed as our Chief Executive Officer, effective on September 21, 2021.

Employment Agreement with Mr. Conglin Deng

Mr. Deng has an Employment Agreement with the Company as the Chief Executive Officer for a term of three years, commencing from September 20, 2021. He is entitled to an annual base salary of \$120,000 and an annual bonus determined at the sole discretion of the Board of Directors. In addition, Mr. Deng is awarded 600,000 restricted stock units (“RSUs”) to purchase an equal number of ordinary shares of the Company, subject to the Company’s Omnibus Equity Incentive Plan. The RSUs will vest in equal installments over thirty-six (36) months of the Employment Agreement.

Employment Agreement with Mr. Wanhong Tan

Mr. Tan has an Employment Agreement with the Company as the Chief Financial Officer for a term of three years, commencing from January 1, 2022. He is entitled to an annual base salary of \$120,000 and an annual bonus determined at the sole discretion of the Board of Directors. In addition, Mr. Tan is awarded 180,000 restricted stock units (“RSUs”) to purchase an equal number of ordinary shares of the Company, subject to the Company’s Omnibus Equity Incentive Plan. The RSUs will vest in equal installments over thirty-six (36) months of the Employment Agreement.

6C. BOARD COMMITTEES

Our Board of Directors has established standing committees in connection with the discharge of its responsibilities. These committees include an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee. Our Board of Directors has adopted written charters for each of these committees. All our three independent directors are members of the board committees. Our Board of Directors may establish other committees as it deems necessary or appropriate from time to time.

Audit Committee

Khuat Leok Choong, Lionel, Tao Xu and Chuan Zhang currently serve on the Audit Committee, which is chaired by Khuat Leok Choong, Lionel.

The Audit Committee will be responsible for, among other matters:

- appointing, compensating, retaining, evaluating, terminating, and overseeing our independent registered public accounting firm;
- discussing with our independent registered public accounting firm the independence of its members from its management;
- reviewing with our independent registered public accounting firm the scope and results of their audit;
- approving all audit and permissible non-audit services to be performed by our independent registered public accounting firm;
- overseeing the financial reporting process and discussing with management and our independent registered public accounting firm the interim and annual financial statements that we file with the SEC;
- reviewing and monitoring our accounting principles, accounting policies, financial and accounting controls, and compliance with legal and regulatory requirements;
- coordinating the oversight by our board of directors of our code of business conduct and our disclosure controls and procedures;
- establishing procedures for the confidential and/or anonymous submission of concerns regarding accounting, internal controls or auditing matters; and
- reviewing and approving related-party transactions.

Our Board of Directors has affirmatively determined that each of the members of the Audit Committee meets the definition of “independent director” for purposes of serving on an Audit Committee under Rule 10A-3 of the Exchange Act and NASDAQ rules. In addition, our Board of Directors has determined that Lionel Choong qualifies as an “audit committee financial expert” as such term is currently defined in Item 407(d)(5) of Regulation S-K and meets the financial sophistication requirements of the NASDAQ rules.

Compensation Committee

Tao Xu, Chuan Zhan and Khuat Leok Choong, Lionel currently serve on the Compensation Committee, which is chaired by Tao Xu.

The Compensation Committee will be responsible for, among other matters:

- reviewing and approving, or recommending to the board of directors to approve the compensation of our CEO and other executive officers and directors;
- reviewing key employee compensation goals, policies, plans and programs;
- administering incentive and equity-based compensation;
- reviewing and approving employment agreements and other similar arrangements between us and our executive officers; and
- appointing and overseeing any compensation consultants or advisors.

Corporate Governance and Nominating Committee

Chuan Zhan, Tao Xu and Khuat Leok Choong, Lionel; currently serve on the Corporate Governance and Nominating Committee, which is chaired by Chuan Zhan.

The Corporate Governance and Nominating Committee will be responsible for, among other matters:

- selecting or recommending for selection candidates for directorships;
- evaluating the independence of directors and director nominees;
- reviewing and making recommendations regarding the structure and composition of our board and the board committees;
- developing and recommending to the board corporate governance principles and practices;
- reviewing and monitoring the Company's Code of Business Conduct and Ethics; and
- overseeing the evaluation of the Company's management.

Board of Directors

All directors hold office until the next annual meeting of shareholders or until their successors have been duly elected and qualified. Directors are elected at the annual meetings to serve for a one-year term.

Executive Officers are elected by, and serve at the discretion of, the Board of Directors.

As a smaller reporting company under the NASDAQ rules, we are only required to maintain a board of directors comprised of at least 50% independent directors, and an audit committee of at least two members, comprised solely of independent directors who also meet the requirements of Rule 10A-3 under the Securities Exchange Act of 1934. We have complied with these requirements in all aspects.

Director Independence

The Board of Directors has reviewed the independence of our directors, applying the NASDAQ independence standards. Based on this review, the Board of Directors determined that each of Khuat Leok Choong, Lionel, Tao Xu and Chuan Zhan are independent within the meaning of the NASDAQ rules. In making this determination, our Board of Directors considered the relationships that each of these non-employee directors has with us and all other facts and circumstances our Board of Directors deemed relevant in determining their independence. As required under applicable NASDAQ rules, we anticipate that our independent directors will meet on a regular basis as often as necessary to fulfill their responsibilities, including at least annually in executive session without the presence of non-independent directors and management.

Involvement in Certain Legal Proceedings

To the best of our knowledge, none of our directors or officers has been convicted in a criminal proceeding, excluding traffic violations or similar misdemeanors, nor has any been a party to any judicial or administrative proceeding during the past five years that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws, except for matters that were dismissed without sanction or settlement. Except as set forth in our discussion below in “Related Party Transactions,” our directors and officers have not been involved in any transactions with us or any of our affiliates or associates which are required to be disclosed pursuant to the rules and regulations of the SEC.

Board Oversight

The Board of Directors will oversee a company-wide approach to risk management. Our Board of Directors will determine the appropriate risk level for us generally, assess the specific risks faced by us and review the steps taken by management to manage those risks. While our Board of Directors will have ultimate oversight responsibility for the risk management process, its committees will oversee risk in certain specified areas.

Specifically, our Compensation Committee will be responsible for overseeing the management of risks relating to our executive compensation plans and arrangements, and the incentives created by the compensation awards it administers. Our Audit Committee will oversee management of enterprise risks and financial risks, as well as potential conflicts of interests. Our Board of Directors will be responsible for overseeing the management of risks associated with the independence of our Board of Directors.

Code of Business Conduct and Ethics

On November 14, 2023, in connection with the Company’s name change, our Board of Directors adopted a Code of Business Conduct and Ethics of Abits Group Inc that applies to our directors, officers and employees. We intend to disclose on our website any amendments to the Code of Business Conduct and Ethics and any waivers of the Code of Business Conduct and Ethics that apply to any of our executive officers.

6D. EMPLOYEES

As of the date of this Report, the Company has a total of 11 full time employees, of which 4 are involved in Finance and Administration and the rest in the bit coin mining business.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

The following table sets forth information with respect to beneficial ownership of our ordinary shares as of March 31, 2025 by:

- Each person who is known by us to beneficially own more than 5% of our outstanding ordinary shares;
- Each of our director, director nominees and named executive officers; and
- All directors and named executive officers as a group.

The beneficial ownership of ordinary shares is determined in accordance with the rules of the SEC and generally includes any ordinary shares over which a person exercises sole or shared voting or investment power. For purposes of the table below, we deem shares subject to options, warrants or other exercisable or convertible securities that are exercisable or convertible currently or within 60 days of March 31, 2025, to be outstanding and to be beneficially owned by the person holding the options, warrants or other currently exercisable or convertible securities for the purposes of computing the percentage ownership of that person but we do not treat them as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated below, to our knowledge, all persons named in the table have sole voting and investment power with respect to their shares, except to the extent authority is shared by spouses under community property laws.

Name of Beneficial Owner	Number of Ordinary Shares Beneficially Owned	Percentage of Ordinary Shares Beneficially Owned ⁽¹⁾	Percentage of Voting Power
Directors and Executive Officers:			
Conglin Deng, CEO and Director ⁽²⁾	418,740	17.7%	55.3%
Wanhong Tan, CFO	-	-	-
Khuat Leok Choong, Lionel, Director	2,400	*	*
Tai Xu, Director	-	-	-
Chuan Zhan, Director	-	-	-
Yanyan Sun, Director ⁽³⁾	2,753	*	*
All directors and executive officers as a group (six individuals)	423,893	17.9%	55.5%
5% Shareholder:			
Futu Trustee Limited ⁽⁴⁾	373,333	15.8%	8.5%
Danqing Sun ⁽⁵⁾	121,333	5.1%	2.8%
Yunxia Li ⁽⁶⁾	120,000	5.1%	2.7%
Bridgeforrest (BVI) Inc ⁽⁷⁾	8,866	0.4%	46.0%

* Less than 1%.

(1) Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the shares (given retroactive effect of the reverse stock split effected on March 10, 2025). The percentage of ordinary shares beneficially owned and the percentage of voting power are based on 2,370,139 ordinary shares outstanding and 333,333 preferred shares outstanding as of March 31, 2025. Each common share is entitled to one vote and each preferred share is entitled to six votes at meetings of shareholders or on any resolutions of shareholders.

(2) Mr. Conglin Deng may be deemed to beneficially own 418,740 ordinary shares, consisting of 36,541 shares directly owned by Mr. Deng, 373,333 shares owned by a trust which Mr. Deng may be deemed to beneficially own, and 8,866 shares owned through Bridgeforrest (BVI) Inc, of which Mr. Deng is the sole shareholder. Bridgeforrest (BVI) Inc. also holds 333,333 preferred shares of the Company. Each preferred share carries six votes at meetings of shareholders and as a result, Mr. Deng owns approximately 55.3% of the total outstanding voting power of all shares of the Company. His address is Unit 17-1008, Sanlitun Service Apartments, Chaoyang District, Beijing, China.

(3) Ms. Yanyan Sun acquired the ordinary shares through open market transactions. Ms. Sun's address is Room 602, Unit 2, Building 10, Second District, FaTou Xili, Chaoyang District, Beijing.

(4) Address is 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong.

(5) Address is 16 Xinjian Road, Xinhe Village, Wenling City, Zhejiang Province, China.

(6) Address is B5-11B, Hujialou Jiedao, Shengshiypin, Chaoyang District, Beijing, China.

(7) Address is Floor 4, Banco Popular Building, Road Town, Tortola VG1110, British Virgin Islands.

Related Party Transactions

Interests of Experts and Counsel

Not applicable for annual reports on Form 20-F.

ITEM 8. FINANCIAL INFORMATION

8A. Consolidated Statements and Other Financial Information

See Item 17 “Financial Statements.”

Legal Proceedings

We are currently not a party to any material legal or administrative proceedings. We may from time to time be subject to various legal or administrative claims and proceedings arising in the ordinary course of business. Litigation or any other legal or administrative proceeding, regardless of the outcome, is likely to result in substantial cost and diversion of our resources, including our management’s time and attention.

Dividend Policy

We have never declared or paid any cash dividends on our ordinary shares. We anticipate that we will retain any earnings to support operations and to finance the growth and development of our business. Therefore, we do not expect to pay cash dividends in the foreseeable future. Any future determination relating to our dividend policy will be made at the discretion of our board of directors and will depend on a number of factors, including future earnings, capital requirements, financial conditions and future prospects and other factors the board of directors may deem relevant.

Because we are a holding company with no operations of our own, our ability to pay dividends and to finance any debt that we may incur is dependent upon dividends and other distributions paid.

8B. Significant Changes

We have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

ITEM 9 THE OFFER AND LISTING DETAILS

Offer and listing details

Our ordinary shares are currently trading under the ticker symbol “ABTS.” The shares began trading under the ticker symbol “MOXC” on November 16, 2016 on the Nasdaq Capital Market. The ticker symbol was changed to ABTS effective on the Nasdaq Capital Market on November 17, 2023.

Plan of Distribution

Not applicable.

Markets

Our ordinary shares are currently traded on the NASDAQ Capital Market.

Selling Shareholders

Not applicable.

Dilution

Not applicable.

Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

The following represents a summary of certain key provisions of our memorandum and articles of association and the BVI Business Companies Act 2004 of the British Virgin Islands, which we refer to as the Act below.

Summary

Registered Office. Under our Amended and Restated Memorandum of Association, the address of our registered office is Floor 4, Banco Popular Building, Road Town, Tortola, VG 1110, British Virgin Islands.

Capacity and Powers. Under Clause 4(1) of our Amended and Restated Memorandum of Association, we have the capacity to carry on or undertake any business or activity, do any act or enter into any transaction.

Directors. Under Article 23 of our Articles of Association, no contract or transaction between us and one or more of our Directors (an “Interested Director”) or officers, or between us and any of their affiliates (an “Interested Transaction”), will be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of our board or committee which authorizes the contract or transaction, or solely because any such director’s or officer’s votes are counted for such purpose, if:

- (a) The material facts as to the director’s or officer’s relationship or interest and as to the contract or transaction are disclosed or are known to the our Board of Directors or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or
- (b) The material facts as to the director’s or officer’s relationship or interest and as to the contract or transaction are disclosed or are known to our shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of our shareholders; or
- (c) The contract or transaction is fair as to us as of the time it is authorized, approved or ratified, by the board, a committee or the Shareholders.

A majority of independent directors must vote in favor of any Interested Transaction and determine that the terms of the Interested Transaction are no less favorable to us than those that would be available to us with respect to such a transaction from unaffiliated third parties.

Our board shall review and approve all payments made to the founders, officers, directors, special advisors, consultants and their respective affiliates and any Interested Director shall abstain from such review and approval.

Rights, Preferences and Restrictions Attaching to Our Ordinary Shares.

As of the date of this report, 2,370,139 ordinary shares and 333,333 preferred shares were outstanding. Each share, regardless if it is part of a class of ordinary shares, has the right to one vote at a meeting of shareholders or on any resolution of shareholders, the right to an equal share in any dividend paid by us, and the right to an equal share in the distribution of surplus assets. Each preferred share has the right to six votes at a meeting of shareholders or on any resolution of shareholders but does not participate in any distribution of the Company. We may by a resolution of the Board of Directors redeem our shares for such consideration as the Board of Directors determines.

Alteration of Rights. The rights attached to any class or series of shares (unless otherwise provided by the terms of issue of the shares of that class or series), whether or not the Company is being wound-up, may be varied with the consent in writing of all the holders of the issued shares of that class or series or with the sanction of a resolution passed by a majority of the votes cast at a separate meeting of the holders of the shares of the class or series.

Meetings. A meeting of Members may be called by not less than ten (10) clear days' notice, but a meeting of Members may be called by shorter notice if Members holding a 50 per cent majority of the total voting rights on all the matters to be considered at the meeting have waived notice of the meeting and, for this purpose, the presence of a Member shall be deemed to constitute a waiver on his part. The notice shall specify the time and place of the meeting and the general nature of the business. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) to send such instrument of proxy to, or the non-receipt of such Notice or such instrument of proxy by, any person entitled to receive such notice shall not invalidate any resolution passed or the proceedings at that meeting.

Limitations on the Right to Own Securities. There are no limitations on the rights to own our securities, or limitations on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our securities, contained in our Amended and Restated Memorandum and Articles of Association (or under British Virgin Islands law).

C. Material Contracts

We have not entered into any material contracts other than in the ordinary course of business and otherwise described elsewhere in this annual report.

D. Exchange Controls

BVI Exchange Controls

There are no material exchange controls restrictions on payment of dividends, interest or other payments to the holders of our ordinary shares or on the conduct of our operations in the BVI. There are no material BVI laws that impose any material exchange controls on us or that affect the payment of dividends, interest or other payments to nonresident holders of our ordinary shares. BVI law and our memorandum and articles of association do not impose any material limitations on the right of non-residents or foreign owners to hold or vote our ordinary shares.

E. Taxation

British Virgin Islands Taxation

Under the law of the British Virgin Islands as currently in effect, a holder of our shares who is not a resident of the British Virgin Islands is not liable for British Virgin Islands income tax on dividends paid with respect to our shares, and all holders of our securities are not liable to the British Virgin Islands for income tax on gains realized on the sale or disposal of such securities. The British Virgin Islands does not impose a withholding tax on dividends paid by a company incorporated or re-registered under the BVI Act.

There are no capital gains, gift or inheritance taxes levied by the British Virgin Islands on companies incorporated or re-registered under the BVI Act. In addition, securities of companies incorporated or re-registered under the BVI Act are not subject to transfer taxes, stamp duties or similar charges.

There is no income tax treaty or convention currently in effect between the United States and the British Virgin Islands, although a Tax Information Exchange Agreement is in force.

U.S. Federal Income Taxation

General

The following are the material U.S. federal income tax consequences to an investor of the acquisition, ownership and disposition of our securities.

The discussion below of the U.S. federal income tax consequences to “U.S. Holders” will apply to a beneficial owner of our securities that is treated for U.S. federal income tax purposes as:

- an individual citizen or resident of the United States;
- a corporation (or other entity treated as a corporation) that is created or organized (or treated as created or organized) in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (i) a U.S. court can exercise primary supervision over the trust’s administration and one or more U.S. persons are authorized to control all substantial decisions of the trust, or (ii) it has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If a beneficial owner of our securities is not described as a U.S. Holder and is not an entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes, such an owner will be considered a “Non-U.S. Holder.” The material U.S. federal income tax consequences of the acquisition, ownership and disposition of our securities applicable specifically to Non-U.S. Holders are described below under the heading “Non-U.S. Holders.”

This discussion is based on the Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, Treasury regulations promulgated thereunder, published rulings and court decisions, all as currently in effect. These authorities are subject to change or differing interpretations, possibly on a retroactive basis.

This discussion does not address all aspects of U.S. federal income taxation that may be relevant to any particular holder of our securities based on such holder’s individual circumstances. In particular, this discussion considers only holders that own and hold our securities as capital assets within the meaning of Section 1221 of the Code, and does not address the alternative minimum tax. In addition, this discussion does not address the U.S. federal income tax consequences to holders that are subject to special rules, including:

- financial institutions or financial services entities;
- broker-dealers;
- persons that are subject to the mark-to-market accounting rules under Section 475 of the Code;
- tax-exempt entities;
- governments or agencies or instrumentalities thereof;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- certain expatriates or former long-term residents of the United States;

- persons that actually or constructively own 5% or more of our public shares;
- persons that acquired our securities pursuant to the exercise of employee options, in connection with employee incentive plans or otherwise as compensation;
- persons that hold our securities as part of a straddle, constructive sale, hedging, conversion or other integrated transaction;
- persons whose functional currency is not the U.S. dollar;
- controlled foreign corporations; or passive foreign investment companies.

This discussion does not address any aspect of U.S. federal non-income tax laws, such as gift or estate tax laws, state, local or non-U.S. tax laws or, except as discussed herein, any tax reporting obligations applicable to a holder of our securities. Additionally, this discussion does not consider the tax treatment of partnerships or other pass-through entities or persons who hold our securities through such entities. If a partnership (or other entity classified as a partnership for U.S. federal income tax purposes) is the beneficial owner of our securities, the U.S. federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. This discussion also assumes that any distributions made (or deemed made) by us on our securities and any consideration received (or deemed received) by a holder in consideration for the sale or other disposition of our securities will be in U.S. dollars.

We have not sought, and will not seek a ruling from the Internal Revenue Service (“IRS”) or an opinion of counsel as to any U.S. federal income tax consequence described herein. The IRS may disagree with the description herein, and its determination may be upheld by a court. Moreover, there can be no assurance that future legislation, regulations, administrative rulings or court decisions will not adversely affect the accuracy of the statements in this discussion.

THIS DISCUSSION OF THE MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF OUR SECURITIES IS NOT TAX ADVICE. EACH HOLDER OF OUR SECURITIES IS URGED TO CONSULT ITS OWN TAX ADVISOR WITH RESPECT TO THE PARTICULAR TAX CONSEQUENCES TO SUCH HOLDER OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF OUR SECURITIES, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, AND NON-U.S. TAX LAWS, AS WELL AS U.S. FEDERAL TAX LAWS AND ANY APPLICABLE TAX TREATIES.

U.S. Holders

Taxation of Cash Distributions

Subject to the passive foreign investment company (“PFIC”) rules discussed below, a U.S. Holder generally will be required to include in gross income as ordinary income the amount of any cash dividend paid on our shares. A cash distribution on such shares generally will be treated as a dividend for U.S. federal income tax purposes to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Such dividend generally will not be eligible for the dividends-received deduction generally allowed to domestic corporations in respect of dividends received from other domestic corporations. The portion of such distribution, if any, in excess of such earnings and profits generally will constitute a return of capital that will be applied against and reduce (but not below zero) the U.S. Holder’s adjusted tax basis in such shares. Any remaining excess will be treated as gain from the sale or other taxable disposition of such shares and will be treated as described under “— *Taxation on the Disposition of Securities*” below.

With respect to non-corporate U.S. Holders, dividends on our shares may be subject to U.S. federal income tax at the lower applicable long-term capital gains tax rate (see “— *Taxation on the Disposition of Securities*” below) provided that (1) such shares are readily tradable on an established securities market in the United States, (2) we are not a PFIC, as discussed below, for either the taxable year in which the dividend was paid or the preceding taxable year, and (3) certain holding period requirements are met. Under published IRS authority, our shares are considered for purposes of clause (1) above to be readily tradable on an established securities market in the United States only if they are listed on certain exchanges, which presently include the NASDAQ Capital Market. Although our ordinary shares are currently listed and traded on the NASDAQ Capital Market, we cannot guarantee that our securities will continue to be listed on the NASDAQ Capital Market. U.S. Holders should consult their own tax advisors regarding the availability of the lower rate for any cash dividends paid with respect to our securities.

Taxation on the Disposition of Securities

Upon a sale or other taxable disposition of our securities (which, in general, would include a distribution in connection with our liquidation or a redemption of redeemable warrants), and subject to the PFIC rules discussed below, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between the amount realized and the U.S. Holder's adjusted tax basis in the securities.

The regular U.S. federal income tax rate on capital gains recognized by U.S. Holders generally is the same as the regular U.S. federal income tax rate on ordinary income, except that long-term capital gains recognized by non-corporate U.S. Holders generally are subject to U.S. federal income tax at reduced rates of tax. Capital gain or loss will constitute long-term capital gain or loss if the U.S. Holder's holding period for the securities exceeds one year. The deductibility of capital losses is subject to various limitations.

Additional Taxes

U.S. Holders that are individuals, estates or trusts and whose income exceeds certain thresholds generally will be subject to a 3.8% Medicare contribution tax on unearned income, including, without limitation, dividends on, and gains from the sale or other taxable disposition of, our securities, subject to certain limitations and exceptions. Under recently issued regulations, in the absence of a special election, such unearned income generally would not include income inclusions under the qualified electing fund, or QEF rules discussed below under "— Passive Foreign Investment Company Rules," but would include distributions of earnings and profits from a QEF. U.S. Holders should consult their own tax advisors regarding the effect, if any, of such tax on their ownership and disposition of our securities.

Passive Foreign Investment Company Rules

A foreign (i.e., non-U.S.) corporation will be a PFIC if at least 75% of its gross income in a taxable year of the foreign corporation, including its pro rata share of the gross income of any corporation in which it is considered to own at least 25% of the shares by value, is passive income. Alternatively, a foreign corporation will be a PFIC if at least 50% of its assets in a taxable year of the foreign corporation, ordinarily determined based on fair market value and averaged quarterly over the year, including its pro rata share of the assets of any corporation in which it is considered to own at least 25% of the shares by value, are held for the production of, or produce, passive income. Passive income generally includes dividends, interest, rents and royalties (other than certain rents or royalties derived from the active conduct of a trade or business) and gains from the disposition of passive assets.

Based on the composition of our assets and the nature of the Company's income and subsidiaries' income for our taxable year ended December 31, 2024, we do not expect to be treated as a PFIC for such year and we do not expect to be one for our taxable year ending December 31, 2025 or become one in the foreseeable future. Nevertheless, the application of the PFIC rules is subject to ambiguity in several respects and, in addition, we must make a separate determination each year as to whether we are a PFIC (after the close of each taxable year). Accordingly, we cannot assure you that we will not be a PFIC for the current or any other taxable year. Moreover, although we do not believe we would be treated as a PFIC, we have not engaged any U.S. tax advisers to determine our PFIC status. In addition, if a U.S. Holder owned our ordinary shares at any time prior to our acquisition of Elite, such U.S. Holder may be considered to own stock of a PFIC by virtue of the fact that we may have been a PFIC during the period prior to our acquisition of Elite, unless such U.S. Holder made either a valid and timely QEF election or a valid and timely mark-to-market election, in each case as described below.

If we are determined to be a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder of our shares or other securities and, in the case of our shares, the U.S. Holder did not make either a timely qualified electing fund ("QEF") election for our first taxable year as a PFIC in which the U.S. Holder held (or was deemed to hold) such shares, a QEF election along with a purging election, or a mark-to-market election, each as described below, such holder generally will be subject to special rules for regular U.S. federal income tax purposes with respect to:

- any gain recognized by the U.S. Holder on the sale or other disposition of its shares or redeemable warrants; and
- any "excess distribution" made to the U.S. Holder (generally, any distributions to such U.S. Holder during a taxable year of the U.S. Holder that are greater than 125% of the average annual distributions received by such U.S. Holder in respect of the shares or warrants during the three preceding taxable years of such U.S. Holder or, if shorter, such U.S. Holder's holding period for the shares or warrants).

Under these rules,

- the U.S. Holder's gain or excess distribution will be allocated ratably over the U.S. Holder's holding period for the shares or redeemable warrants;
- the amount allocated to the U.S. Holder's taxable year in which the U.S. Holder recognized the gain or received the excess distribution, or to the period in the U.S. Holder's holding period before the first day of our first taxable year in which we are a PFIC, will be taxed as ordinary income;
- the amount allocated to other taxable years (or portions thereof) of the U.S. Holder and included in its holding period will be taxed at the highest tax rate in effect for that year and applicable to the U.S. Holder; and
- the interest charge generally applicable to underpayments of tax will be imposed in respect of the tax attributable to each such other taxable year of the U.S. Holder.

In general, if we are determined to be a PFIC, a U.S. Holder may avoid the PFIC tax consequences described above in respect to our shares by making a timely QEF election (or a QEF election along with a purging election, as described below). Pursuant to the QEF election, a U.S. Holder will be required to include in income its pro rata share of our net capital gains (as long-term capital gain) and other earnings and profits (as ordinary income), on a current basis, in each case whether or not distributed, in the taxable year of the U.S. Holder in which or with which our taxable year ends. A U.S. Holder may make a separate election to defer the payment of taxes on undistributed income inclusions under the QEF rules, but if deferred, any such taxes will be subject to an interest charge.

A U.S. Holder may not make a QEF election with respect to its redeemable warrants. As a result, if a U.S. Holder sells or otherwise disposes of a redeemable warrant (other than upon exercise of the redeemable warrant), any gain recognized generally will be subject to the special tax and interest charge rules treating the gain as an excess distribution, as described above, if we were a PFIC at any time during the period the U.S. Holder held the redeemable warrants. If a U.S. Holder that exercises such redeemable warrants properly makes a QEF election with respect to the newly acquired ordinary shares (or has previously made a QEF election with respect to our shares), the QEF election will apply to the newly acquired ordinary shares, but the adverse tax consequences relating to PFIC shares, adjusted to take into account the current income inclusions resulting from the QEF election, will continue to apply with respect to such newly acquired ordinary shares (which generally will be deemed to have a holding period for purposes of the PFIC rules that includes the period the U.S. Holder held the redeemable warrants), unless the U.S. Holder makes a purging election with respect to such shares. The purging election creates a deemed sale of such shares at their fair market value. The gain recognized by the purging election will be subject to the special tax and interest charge rules treating the gain as an excess distribution, as described above. As a result of the purging election, the U.S. Holder will increase the adjusted tax basis in its ordinary shares acquired upon the exercise of the redeemable warrants by the gain recognized and will also have a new holding period in such ordinary shares for purposes of the PFIC rules.

The QEF election is made on a shareholder-by-shareholder basis and, once made, can be revoked only with the consent of the IRS. A U.S. Holder generally makes a QEF election by attaching a completed IRS Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund), including the information provided in a PFIC annual information statement, to a timely filed U.S. federal income tax return for the taxable year to which the election relates. Retroactive QEF elections generally may be made only by filing a protective statement with such return and if certain other conditions are met or with the consent of the IRS.

In order to comply with the requirements of a QEF election, a U.S. Holder must receive certain information from us. Upon request from a U.S. Holder, we will endeavor to provide to the U.S. Holder no later than 90 days after the request such information as the IRS may require, including a PFIC annual information statement, in order to enable the U.S. Holder to make and maintain a QEF election. However, there is no assurance that we will have timely knowledge of our status as a PFIC in the future or of the required information to be provided.

If a U.S. Holder has made a QEF election with respect to our shares and the special tax and interest charge rules do not apply to such shares (because of a timely QEF election for our first taxable year as a PFIC in which the U.S. Holder holds (or is deemed to hold) such shares or a QEF election, along with a purge of the PFIC taint pursuant to a purging election, as described above), any gain recognized on the sale or other taxable disposition of our shares generally will be taxable as capital gain and no interest charge will be imposed. As discussed above, for regular U.S. federal income tax purposes, U.S. Holders of a QEF are currently taxed on their pro rata shares of the QEF's earnings and profits, whether or not distributed. In such case, a subsequent distribution of such earnings and profits that were previously included in income generally should not be taxable as a dividend to such U.S. Holders. The adjusted tax basis of a U.S. Holder's shares in a QEF will be increased by amounts that are included in income, and decreased by amounts distributed but not taxed as dividends, under the above rules. Similar basis adjustments apply to property if by reason of holding such property the U.S. Holder is treated under the applicable attribution rules as owning shares in a QEF.

Although a determination as to our PFIC status will be made annually, the initial determination that we are a PFIC generally will apply for subsequent years to a U.S. Holder who held shares or redeemable warrants while we were a PFIC, whether or not we meet the test for PFIC status in those subsequent years, unless such U.S. Holder made a purging election as described below. A U.S. Holder who makes the QEF election discussed above for our first taxable year as a PFIC in which the U.S. Holder holds (or is deemed to hold) our shares, however, will not be subject to the PFIC tax and interest charge rules discussed above in respect to such shares. In addition, such U.S. Holder will not be subject to the QEF inclusion regime with respect to such shares for any of our taxable years that end within or with a taxable year of the U.S. Holder and in which we are not a PFIC. On the other hand, if the QEF election is not effective for each of our taxable years in which we are a PFIC and during which the U.S. Holder holds (or is deemed to hold) our shares, the PFIC rules discussed above will continue to apply to such shares unless the holder files on a timely filed U.S. income tax return (including extensions) a QEF election and a purging election to recognize under the rules of Section 1291 of the Code any gain that the U.S. Holder would otherwise recognize if the U.S. Holder had sold our shares for their fair market value on the "qualification date." The qualification date is the first day of our tax year in which we qualify as a QEF with respect to such U.S. Holder. The purging election can only be made if such U.S. Holder held our ordinary shares on the qualification date. The gain recognized by the purging election will be subject to the special tax and interest charge rules treating the gain as an excess distribution, as described above. As a result of the purging election, the U.S. Holder will increase the adjusted tax basis in its ordinary shares by the amount of the gain recognized and will also have a new holding period in the shares for purposes of the PFIC rules.

If a U.S. Holder did not make a timely "mark-to-market" election (as described above), and if we were a PFIC at any time during the period such U.S. Holder held our ordinary shares, then such ordinary shares will continue to be treated as stock of a PFIC with respect to such U.S. Holder even if we cease to be a PFIC in a future year, unless such U.S. Holder makes a "purging election" for the year we cease to be a PFIC. A "purging election" creates a deemed sale of such ordinary shares at their fair market value on the last day of the last year in which we are treated as a PFIC. The gain recognized by the purging election will be subject to the special tax and interest charge rules treating the gain as an excess distribution, as described above. As a result of the purging election, such U.S. Holder will have a new tax basis (equal to the fair market value of the ordinary shares on the last day of the last year in which we are treated as a PFIC) and tax holding period (which new holding period will begin the day after such last day) in such ordinary shares.

As an alternative to the QEF election, if a U.S. Holder, at the close of its taxable year, owns shares in a PFIC that are treated as marketable stock, the U.S. Holder may make a mark-to-market election with respect to such shares for such taxable year. If the U.S. Holder makes a valid mark-to-market election for the first taxable year of the U.S. Holder in which the U.S. Holder holds (or is deemed to hold) our shares and for which we are determined to be a PFIC, such holder generally will not be subject to the PFIC rules described above in respect to its shares. Instead, in general, the U.S. Holder will include as ordinary income each year the excess, if any, of the fair market value of its shares at the end of its taxable year over the adjusted tax basis in its shares. The U.S. Holder also will be allowed to take an ordinary loss in respect of the excess, if any, of the adjusted tax basis of its shares over the fair market value of its shares at the end of its taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-market election). The U.S. Holder's adjusted tax basis in its shares will be adjusted to reflect any such income or loss amounts, and any further gain recognized on a sale or other taxable disposition of the shares will be treated as ordinary income. Currently, a mark-to-market election may not be made with respect to our redeemable warrants.

The mark-to-market election is available only for stock that is regularly traded on a national securities exchange that is registered with the Securities and Exchange Commission, including the NASDAQ Capital Market, or on a foreign exchange or market that the IRS determines has rules sufficient to ensure that the market price represents a legitimate and sound fair market value. Although our ordinary shares are listed and traded on the NASDAQ Capital Market, we cannot guarantee that our shares will continue to be listed and traded on the NASDAQ Capital Market. U.S. Holders should consult their own tax advisors regarding the availability and tax consequences of a mark-to-market election in respect to our shares under their particular circumstances.

If we are a PFIC and, at any time, have a foreign subsidiary that is classified as a PFIC, a U.S. Holder generally would be deemed to own a portion of the shares of such lower-tier PFIC, and generally could incur liability for the deferred tax and interest charge described above if we receive a distribution from, or dispose of all or part of our interest in, or the U.S. Holder otherwise were deemed to have disposed of an interest in, the lower-tier PFIC. Upon request, we will endeavor to cause any lower-tier PFIC to provide to a U.S. Holder no later than 90 days after the request the information that may be required to make or maintain a QEF election with respect to the lower-tier PFIC. However, there is no assurance that we will have timely knowledge of the status of any such lower-tier PFIC, and we do not plan to make annual determinations or otherwise notify U.S. Holders of the PFIC status of any such lower-tier PFIC. There also is no assurance that we will be able to cause the lower-tier PFIC to provide the required information. U.S. Holders are urged to consult their own tax advisors regarding the tax issues raised by lower-tier PFICs.

A U.S. Holder that owns (or is deemed to own) shares in a PFIC during any taxable year of the U.S. Holder may have to file an IRS Form 8621 (whether or not a QEF election or mark-to-market election is or has been made) with such U.S. Holder's U.S. federal income tax return and provide such other information as may be required by the U.S. Treasury Department.

The rules dealing with PFICs and with the QEF and mark-to-market elections are very complex and are affected by various factors in addition to those described above. Accordingly, U.S. Holders of our shares and redeemable warrants should consult their own tax advisors concerning the application of the PFIC rules to our shares and redeemable warrants under their particular circumstances.

Non-U.S. Holders

Dividends (including constructive dividends) paid or deemed paid to a Non-U.S. Holder in respect to our securities generally will not be subject to U.S. federal income tax, unless the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base that such holder maintains or maintained in the United States).

In addition, a Non-U.S. Holder generally will not be subject to U.S. federal income tax on any gain attributable to a sale or other taxable disposition of our securities unless such gain is effectively connected with its conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base that such holder maintains or maintained in the United States) or the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of sale or other disposition and certain other conditions are met (in which case, such gain from U.S. sources generally is subject to U.S. federal income tax at a 30% rate or a lower applicable tax treaty rate).

Dividends and gains that are effectively connected with the Non-U.S. Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, are attributable to a permanent establishment or fixed base that such holder maintains or maintained in the United States) generally will be subject to regular U.S. federal income tax at the same regular U.S. federal income tax rates applicable to a comparable U.S. Holder and, in the case of a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes, may also be subject to an additional branch profits tax at a 30% rate or a lower applicable tax treaty rate.

The U.S. federal income tax treatment of a Non-U.S. Holder's exercise of redeemable warrants, or the lapse of redeemable warrants held by a Non-U.S. Holder, generally will correspond to the U.S. federal income tax treatment of the exercise or lapse of redeemable warrants by a U.S. Holder.

Backup Withholding and Information Reporting

In general, information reporting for U.S. federal income tax purposes should apply to distributions made on our securities within the United States to a U.S. Holder (other than an exempt recipient) and to the proceeds from sales and other dispositions of our securities by a U.S. Holder (other than an exempt recipient) to or through a U.S. office of a broker. Payments made (and sales and other dispositions effected at an office) outside the United States will be subject to information reporting in limited circumstances. In addition, certain information concerning a U.S. Holder's adjusted tax basis in its securities and adjustments to that tax basis and whether any gain or loss with respect to such securities is long-term or short-term also may be required to be reported to the IRS, and certain holders may be required to file an IRS Form 8938 (Statement of Specified Foreign Financial Assets) to report their interest in our securities.

Moreover, backup withholding of U.S. federal income tax at a rate of 28% generally will apply to dividends paid on our securities to a U.S. Holder (other than an exempt recipient) and the proceeds from sales and other dispositions of shares or warrants by a U.S. Holder (other than an exempt recipient), in each case who

- fails to provide an accurate taxpayer identification number;
- is notified by the IRS that backup withholding is required; or
- in certain circumstances, fails to comply with applicable certification requirements.

A Non-U.S. Holder generally may eliminate the requirement for information reporting and backup withholding by providing certification of its foreign status, under penalties of perjury, on a duly executed applicable IRS Form W-8 or by otherwise establishing an exemption. Backup withholding is not an additional tax. Rather, the amount of any backup withholding will be allowed as a credit against a U.S. Holder's or a Non-U.S. Holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that certain required information is timely furnished to the IRS. Holders are urged to consult their own tax advisors regarding the application of backup withholding and the availability of and procedures for obtaining an exemption from backup withholding in their particular circumstances.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We have filed this report on Form 20-F with the SEC under the Exchange Act. Statements made in this report as to the contents of any document referred to are not necessarily complete. With respect to each such document filed as an exhibit to this report, reference is made to the exhibit for a more complete description of the matter involved, and each such statement shall be deemed qualified in its entirety by such reference.

We are subject to the informational requirements of the Exchange Act as a foreign private issuer and file reports and other information with the SEC. Reports and other information filed by us with the SEC, including this report, may be inspected and copied at the public reference room of the SEC at 100 F Street, N.E., Washington D.C. 20549. You can also obtain copies of this report by mail from the Public Reference Section of the SEC, 100 F. Street, N.E., Washington D.C. 20549, at prescribed rates. Additionally, copies of this material may be obtained from the SEC's Internet site at <http://www.sec.gov>. The SEC's telephone number is 1-800-SEC-0330.

As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

We do not currently deposit any surplus funds earning interest. We do not invest in any instruments for trading purposes. Our operations generally are not directly sensitive to fluctuations in interest rates and we currently do not have any long-term debt outstanding. Management monitors the banks' prime rates in conjunction with our cash requirements to determine the appropriate level of debt balances relative to other sources of funds. We have not entered into any hedging transactions in an effort to reduce our exposure to interest rate risk.

Foreign Exchange Risk

The reporting currency is the U.S. dollar, but the Group has a subsidiary in China primarily involved in the administration and accounting functions of the Group. Its operating expenses are denominated in RMB and its annual expenditure is in the region of RMB 1 million funded by its own reserves. So long as the cash reserves are adequate to fund its expenditure there are no exchange risks but in any case, the exposure to fluctuations is considered minimal given the level of expenditure.

Inflation

Inflationary factors such as increases in the cost of our product and overhead costs may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, a high rate of inflation in the future may have an adverse effect on our ability to maintain current levels of gross margin and selling, general and administrative expenses as a percentage of net revenues if the selling prices of our products do not increase with these increased costs.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

With the exception of Items 12.D.3 and 12.D.4, this Item 12 is not applicable for annual reports on Form 20-F. As to Items 12.D.3 and 12.D.4, this Item 12 is not applicable, as the Company does not have any American Depositary Shares.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of December 31, 2024 our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”) evaluated the effectiveness of our 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 year covered by this report. Disclosure controls and procedure include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure. Our Management is responsible for monitoring the process pursuant to which information is gathered and analyzing such information to determine the extent to which such information requires disclosure, in the reports filed with the Securities and Exchange Commission.

Based on such evaluation, our CEO and CFO have concluded that as of December 31, 2024, the Company’s disclosure controls and procedures were ineffective due to the Company’s lacks of formal documented controls and procedures applicable to all officers and directors to disclose the required information under the Exchange Act.

We have appointed outside independent directors, established board committees, strengthened the financial personnel and introduced written policies and procedures.

Management’s Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Exchange Act. It is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers and effected by the company’s board of directors, management and other personnel. The objective is to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
- 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. 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. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Because of the inherent limitations of internal control, there is a risk that material misstatements may not be prevented or detected on a timely basis by the internal controls over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

As December 31, 2024 management assessed the effectiveness of our internal control over financial reporting based on the criteria for effective internal control over financial reporting established in by the Committee of Sponsoring Organizations of the Treadway Commission's 2013 Internal Control Integrated Framework and SEC guidance on conducting such assessments. Based on that evaluation, they concluded that, during the period covered by this report, such internal controls and procedures were not effective to detect the inappropriate application of US GAAP rules. This was primarily due to deficiencies that existed in the design or operation of our internal controls over financial reporting that adversely affected our internal controls. These deficiencies may be considered to be material weaknesses.

Identified Material Weakness

A material weakness in internal control over financial reporting is a control deficiency, or combination of control deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

Management identified the following material weaknesses during its assessment of internal controls over financial reporting as of December 31, 2024:

- (1) Internal communication between the different departments or employees of the Group can be improved.
- (2) Mining records were not kept to the required standard and were not updated due to a lack of understanding of the various monitoring links and platforms.

As a result of the material weaknesses described above, management has concluded that the Company did not maintain effective internal control over financial reporting as of December 31, 2024 based on criteria established in Internal Control—Integrated Framework issued by COSO (2013 framework). However, management does not believe that any of our annual or interim financial statements issued to date contain a material misstatement as a result of the aforementioned weaknesses in our internal control over financial reporting.

Management's Remediation Initiatives

To mediate the identified material weaknesses and other deficiencies, we have introduced the following measures:

- (1) Continue to educate senior management on the continuing listing requirements of NASDAQ
- (2) Design and monitor controls over financial reporting, including the documentation of various checks and balances to monitor and reconcile differences in mining revenue.

Changes in internal controls over financial reporting

Except as described above, there have been no changes in our internal controls over financial reporting that occurred during the period covered by this Report that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

ITEM 16. Reserved

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Audit Committee consists of Khuat Leok Choong, Lionel, Tao Xu and Chuan Zhan. Our board of directors has determined all three are "independent directors" within the meaning of NASDAQ Stock Market Rule 5605(a)(2) and meet the criteria for independence set forth in Rule 10A-3(b) of the Exchange Act. Khuat Leok Choong, Lionel meets the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC.

ITEM 16B. CODE OF ETHICS

Our board of directors has adopted a code of business conduct and ethics. The purpose of the code is to promote ethical conduct and deter wrongdoing. The policies outlined in the Code are designed to ensure that our directors, executive officers and employees act in accordance with not only the letter but also the spirit of the laws and regulations that apply to our business. We expect our directors, executive officers and employees to exercise good judgment, to uphold these standards in their day-to-day activities, and to comply with all applicable policies and procedures in the course of their relationship with the company. During fiscal year 2022, no amendments to or waivers from the Code were made or given for any of our executive officers.

Our code of business conduct and ethics are publicly available on our website at <http://www.abitsgroup.com>.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Audit Alliance LLP was appointed by the Company to serve as its independent registered public accounting firm for the year ended December 31, 2024 and 2023.

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by our principal external auditors, for the periods indicated.

	<u>December 31, 2024</u>	<u>December 31, 2023</u>
Audit fees (1)	\$ 120,000	\$ 100,000
Audit related fees (2)	-	-
Tax fees (3)	-	-
All other fees (4)	-	-
Total	<u>\$ 120,000</u>	<u>\$ 100,000</u>

- (1) “Audit fees” means the aggregate fees billed for each of the fiscal years for professional services rendered by our principal accountant for the audit of our annual financial statements or services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for those fiscal years.
- (2) “Audit related fees” means the aggregate fees billed for each of the fiscal years for assurance and related services by our principal accountant that are reasonably related to the performance of the audit or review of our financial statements and are not reported under paragraph (1).
- (3) “Tax Fees” represents the aggregate fees billed in each of the fiscal years listed for the professional tax services rendered by our principal auditors.
- (4) “All Other Fees” represents the aggregate fees billed in each of the fiscal years listed for services rendered by our principal auditors other than services reported under “Audit fees,” “Audit-related fees” and “Tax fees.”

The policy of our audit committee and our board of directors is to pre-approve all audit and non-audit services provided by our principal auditors, including audit services, audit-related services, and other services as described above, other than those for de minimis services which are approved by the audit committee or our board of directors prior to the completion of the services.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not Applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not Applicable.

ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

We are incorporated in the British Virgin Islands and our corporate governance practices are governed by applicable British Virgin Islands law. In addition, because our ordinary shares are listed on The Nasdaq Capital Market, we are subject to Nasdaq's corporate governance requirements.

Other than as described in this section, our corporate governance practices do not differ from those followed by domestic companies listed on the NASDAQ Capital Market. NASDAQ Listing Rule 5635 ("NASDAQ Rule 5635") generally provides that shareholder approval is required of U.S. domestic companies listed on the NASDAQ Capital Market prior to an issuance (or potential issuance) of securities in connection with: (i) the acquisition of the stock or assets of another company; (ii) equity-based compensation of officers, directors, employees or consultants; (iii) a change of control; and (iv) certain transactions other than a public offering involving issuances equaling 20% or more of the Company's ordinary shares or voting power for less than the greater of market or book value. Notwithstanding this general requirement, NASDAQ Listing Rule 5615(a)(3)(A) permits foreign private issuers like the Company to follow their home country practice rather than this shareholder approval requirement. The corporate governance practice in our home country, the British Virgin Islands, does not require to obtain such shareholder approval prior to entering into a transaction with the potential to issue securities as described in NASDAQ Rule 5635 above. The Company has adopted and opted to follow British Virgin Islands practices in lieu of the requirements of NASDAQ Rule 5635 in connection with an issuance of securities. Nasdaq Rule 5640 generally provides that voting rights of existing shareholders of publicly traded common stock registered under Section 12 of the Exchange Act cannot be disparately reduced or restricted through any corporate action or issuance. Notwithstanding this general requirement, IM-5640 states that Nasdaq will accept any action or issuance relating to the voting rights structure of a non-U.S. company that is not prohibited by the company's home country law. British Virgin Islands law permits disparate reduction or restriction of voting rights of existing shareholders by the issuance of super-voting stock. The Company has elected to follow British Virgin Islands practice in lieu of the requirements of NASDAQ Rule 5640.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 16J. INSIDER TRADING POLICY

We have adopted an insider trading policy to provide guidance on the purchases, sales and other dispositions of our securities by our directors, officers, employees and other relevant persons, with the goal of promoting compliance with applicable insider trading laws, rules and regulations, and the listing standards of Nasdaq. The insider trading policy is filed as Exhibit 11.2 to this annual report on Form 20-F.

ITEM 16K. CYBERSECURITY

Risk Management and Strategy

We have implemented processes for assessing, identifying and managing material risks from cybersecurity threats and monitoring the prevention, detection, mitigation and remediation of material cybersecurity incident.

Our facility network at Duffis setup with a Fortigate 100F firewall and Cisco Catalyst 3850 coreswitch stack. The Cisco LAN network is configured with individual per rack Vlans with no access to any other racks so that if a problem were to ever occur it is isolated to single rack networks and could not effect other racks in the facility.

Access to coreswitch, server, firewall, and camera systems is limited to only two executives, the site manager and the general manager. Passwords are not shared and office network, camera segments, server infrastructure all have their own individual networks as well. There is no guest wifi setup and only an office network with which the techs can diagnose and resolve network issues/troubleshoot miners.

Physical access to site has been addressed as server cabinets/network switches are under lock and key. The facility itself has a great amount of physical security as well in regards to being able to physically access networks and miners, locked gates and doors are in place at all times. Remote access to the site is limited to tech level access via foreman, and administrator access to authorized personnel only. Remote access to servers and internal systems is limited to the site manager and general manager only.

Our General Manager is engaged in continuous monitoring of our applications, systems and infrastructure to ensure prompt identification and response to potential cybersecurity issues, including emerging cybersecurity threats. Given our current scale of operation, the Company does not have the resources to engage third parties to assess our internal cybersecurity programs and compliance with applicable practices and standards.

Governance

Our Company's Board of Directors has oversight responsibility for the Company's overall risk management, including cybersecurity risks, and has not delegated oversight authority for cybersecurity risks to any committee. Our management, led by our Chief Executive Officer and Chief Financial Officer, is responsible for assessing, identifying and managing material cybersecurity risks and threats to our Company and monitoring the prevention, detection, mitigation and remediation of material cybersecurity incidents if any.

In 2024, we did not identify any cybersecurity threats that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition. However, we face potential cybersecurity threats that, if realized, would materially affect us. These threats include but are not limited to ransomware and malware attacks, and compromised business email and other social engineering threats. Our service providers, suppliers and business partners also face similar cybersecurity risks, which could have an adverse impact on our business. Additional information on cybersecurity risks we face is discussed in Part I, Item 1A, "Risk Factors - Risks due to hacking or adverse software event"; - Cryptocurrencies, including those maintained by or for us, may be exposed to cybersecurity threats and hacks."

PART III

ITEM 17. FINANCIAL STATEMENTS

See Item 18.

ITEM 18. FINANCIAL STATEMENTS

Our consolidated financial statements are included at the end of this annual report, beginning with page F-1.

ITEM 19. EXHIBITS

Exhibit No.	Description of Exhibit	Included	Form	Filing Date
1.1	Memorandum and Articles of Association of Abits Group Inc, as amended and restated on November 14, 2023	By Reference	6-K	2023-11-16
1.2	Memorandum and Articles of Association of Abits Group Inc, as amended and restated on February 17, 2025	By Reference	6-K	2025-03-05
2.1	Agreement and Plan of Merger	By Reference	F-4	2021-05-28
2.2	Description of Securities Registered under Section 12 of the Exchange Act	Herewith		
4.1	Hosting Agreement dated December 20, 2024, by and between Abit USA, Inc. and 4545 S Mendenhall LLC	Herewith		
4.2	Amendment #1 to Hosting Agreement dated March 5, 2025, by and between Abit USA, Inc. and 4545 S Mendenhall LLC	Herewith		
4.3	Sales and Purchase Agreement dated March 5, 2025, by and between Bitmain Technologies Delaware Limited and Abit USA, Inc.	By Reference	6-K	2025-03-19
4.4	Loan Agreement dated March 17, 2025, by and between Jizhez Holdings Limited and Abit USA, Inc.	By Reference	6-K	2025-03-19
4.5	Employment Agreement between Moxian (BVI) Inc and Wanhong Tan	By Reference	6-K	2022-01-10
8.1	List of subsidiaries of the Company	Herewith		
11.1	Code of Ethics of the Company	By Reference	20-F	2024-04-30
11.2	Insider Trading Policy	Herewith		
12.1	Certification of Chief Executive Officer Required by Rule 13a-14(a)	Herewith		
12.2	Certification of Chief Financial Officer Required by Rule 13a-14(a)	Herewith		
13.1^	Certification of Chief Executive Officer Required by Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code	Herewith		
13.2^	Certification of Chief Financial Officer Required by Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code	Herewith		
15.1	Consent of Audit Alliance LLP	Herewith		
97.1	Clawback Policy	By Reference	20-F	2024-04-30
101.INS	Inline XBRL Instance 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)			

^ Furnished herewith

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and has duly caused and authorized the undersigned to sign this transition report on its behalf.

Abits Group Inc

Date: April 30, 2025

By: /s/ Deng Conglin

Name: Deng Conglin

Title: Chief Executive Officer
(Principal Executive Officer)

Date: April 30, 2025

By: /s/ Tan Wanhong

Name: Tan Wanhong

Title: Chief Financial Officer
(Principal Financial Officer)

TABLE OF CONTENTS

	Page
Consolidated Financial Statements	
Report of Independent Registered Public Accounting Firm (PCAOB ID 3487)	F-1
Consolidated Balance Sheets as of December 31, 2024 and December 31, 2023	F-2
Consolidated Statements of Operations and Comprehensive Loss for the years ended December 31, 2024 and December 31, 2023	F-3
Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, 2024 and December 31, 2023	F-4
Consolidated Statements of Cash Flows for the years ended December 31, 2024 and December 31, 2023	F-5
Notes to Consolidated Financial Statements	F-6 – F-15

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the board of directors of ABITS Group Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of ABITS Group Inc. and subsidiaries (formerly known as MOXIAN (BVI) INC) (the “Company”) as of December 31, 2024, 2023 and 2022, and the related consolidated statements of operations and comprehensive loss, changes to stockholders’ equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial positions of the Company as of December 31, 2024, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

Explanatory Paragraphs

As discussed in Note 2 to the financial statements, the Company retrospectively changed its accounting for digital assets.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s 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 audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the 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 financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides 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 financial statements that was communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. We determined that there are no critical audit matters.

/s/ Audit Alliance LLP

We have served as the Company’s auditor since 2023.

Singapore

April 30, 2025

PCAOB ID Number: 3487

ABITS GROUP INC.
CONSOLIDATED BALANCE SHEETS

	Note	As Of December 31, 2024	As Of December 31, 2023	As Of December 31, 2022
ASSETS				
Current Assets				
Cash and cash equivalents		\$ 1,118,929	\$ 884,199	2,505,286
Other receivables and prepayments	5	558,707	774,345	2,384,976
Total current assets		1,677,636	1,658,544	4,890,262
Digital assets	3	257,753	1,194,157	7,087,747
Property, equipment and vehicles	4	9,435,908	9,465,567	12,553,408
		-	-	
TOTAL ASSETS		11,371,297	12,318,268	24,531,417
LIABILITIES AND SHAREHOLDERS' EQUITY				
Other payables and accruals	6	\$ 990,346	\$ 1,005,608	\$ 613,455
Total Liabilities		\$ 990,346	\$ 1,005,608	\$ 613,455
Stockholders' Equity⁽¹⁾				
Preferred stock, \$0.01515 par value, authorized; 3,333,333 shares, 333,333 shares issued and outstanding as of December 31, 2024, December,31 2023 and December 31, 2022	7	\$ 5,050	\$ 5,050	5,050
Common stock, \$0.015 par value, authorized: 10,000,000 shares. Issued and outstanding: 2,370,139 shares as of December 31, 2024, and December,31, 2023 and December 31,2022	7	35,554	35,554	35,554
Additional paid-in capital		89,290,193	89,290,193	89,290,193
Accumulated deficit		(78,803,383)	(77,893,723)	(65,308,474)
Accumulated other comprehensive income		(146,463)	(124,414)	(104,361)
Total Shareholders' Equity		10,380,951	11,312,660	23,917,962
Total Liabilities and Shareholders' Equity		\$ 11,371,297	\$ 12,318,268	24,531,417

(1) All period results have been adjusted for the reverse stock split effective March 10, 2025 (See Note 13 - Subsequent Event).

See accompanying notes to consolidated financial statements

ABITS GROUP INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

	Note	Year Ended 31-December- 2024	Year Ended 31-December- 2023	Year Ended 31-December- 2022
Revenue	8	\$ 6,711,225	\$ 1,681,533	164,428
Direct costs of revenue	9	(3,335,819)	(455,468)	(361,490)
Profit/(Loss) from operations		3,375,406	1,226,065	(197,062)
General and administrative expenses		(2,085,518)	(1,469,403)	(2,499,608)
Depreciation		(2,626,332)	(436,451)	(6,264,700)
Write-off of miners	10		(4,530,950)	(593,063)
Provision for diminution of miners	10		(7,364,650)	(11,889,000)
Profit/(Loss) on disposal of miners and other net income		34,830	(83,125)	-
Changes in value of digital assets	3	535,115	92,115	(76,681)
Finance expense		(31,794)	(18,851)	-
Loss before tax		(798,293)	(12,585,250)	(21,520,114)
Taxation	11	(111,367)		-
Loss after tax		(909,660)	(12,585,250)	(21,520,114)
Foreign exchange adjustment		(22,049)	(20,053)	(1,128,940)
Comprehensive loss for the period		\$ (931,709)	\$ (12,605,303)	(22,649,054)
Basic and diluted loss per ordinary share ⁽¹⁾		\$ (0.39)	\$ (5.32)	\$ (9.56)
Basic and diluted average number of ordinary shares outstanding ⁽¹⁾		2,370,139	2,370,139	2,370,139

(1) All period results have been adjusted for the reverse stock split effective March 10, 2025 (See Note 13 - Subsequent Event).

See accompanying notes to consolidated financial statements

ABITS GROUP INC.
CONSOLIDATED STATEMENTS OF CHANGES TO STOCKHOLDERS' EQUITY

	<u>Preferred Shares⁽¹⁾</u>		<u>Ordinary Shares⁽¹⁾</u>		<u>Additional paid-in capital</u>	<u>Accumulated deficit</u>	<u>Accumulated other comprehensive income</u>	<u>Total</u>
	<u>Number</u>	<u>Amount</u>	<u>Number</u>	<u>Amount</u>				
Balance, January 01, 2022	333,333	5,050	1,303,645	19,554	49,306,193	(43,788,360)	\$ 1,024,579	6,567,016
Issuance of new ordinary shares for proceeds			1,066,494	16,000	39,984,000			40,000,000
Comprehensive loss for the year	-	-	-	-	-	(21,520,114)	(1,128,940)	(22,649,054)
Balance, December 31, 2022	333,333	5,050	2,370,139	35,554	89,290,193	(65,308,474)	(104,361)	23,917,962
Comprehensive loss for the year	-	-	-	-	-	(12,585,250)	(20,053)	(12,605,303)
Balance, December 31, 2023	333,333	5,050	2,370,139	35,554	89,290,193	(77,893,723)	(124,414)	11,312,660
Comprehensive loss for the period	-	-	-	-	-	(909,660)	(22,049)	(931,709)
Balance, December 31, 2024	333,333	5,050	2,370,139	35,554	89,290,193	(78,803,383)	(146,463)	10,380,951

(1) All period results have been adjusted for the reverse stock split effective March 10, 2025 (See Note 13 - Subsequent Event).

See accompanying notes to consolidated financial statements

ABITS GROUP INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Year Ended December 31, 2024	For the Year Ended December 31, 2023	For the Year Ended December 31, 2022
Net loss for the year	\$ (909,660)	\$ (12,585,250)	(21,520,114)
Adjustments to reconcile to cash used in operating activities:			
Less on the divestment of a subsidiary			593,063
Depreciation of property, and equipment	2,626,332	4,973,729	6,264,700
Provision for diminution in value for miners		7,364,650	11,889,000
Provision for impairment in value of digital assets	-	-	76,681
Changes in operating assets and liabilities:			
Other receivables and prepayments	215,638	2,400,297	(3,868,841)
Other payables and accruals	(15,262)	(397,513)	(585,482)
Digital assets			(164,428)
Net cash generated from/(used in) operating activities	1,917,048	1,755,913	(7,315,421)
Cash flows from investing activities:			
Purchase of property and equipment	(2,596,673)	(9,250,538)	(30,707,108)
Proceeds from the divestment of a subsidiary			128
Utilization of digital assets	936,404	5,893,591	(2,000,000)
Net cash (used in) investing activities:	(1,660,269)	(3,356,947)	(32,706,980)
Cash from financing activities	-	-	40,000,000
Net cash flows for the year	256,779	(1,601,034)	(22,401)
Effect of exchange rates on cash and cash equivalents	(22,049)	(20,053)	20,283
Net increase/(decrease) in cash and cash equivalents	234,730	(1,621,087)	(2,118)
Cash and cash equivalents, beginning of year	884,199	2,505,286	2,507,404
Cash and cash equivalents, end of year	\$ 1,118,929	\$ 884,199	2,505,286

See accompanying notes to consolidated financial statements

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Organization and nature of operations

The Company was incorporated in the British Virgin Islands (BVI) on May 18, 2021. On August 17, 2021, the Company completed a redomicile merger with its predecessor company, Moxian, Inc. Wherein it acquired all the assets, liabilities, rights, obligations and operations of the latter and its subsidiaries, through an exchange of an identical number of shares.

On December 28, 2021 in a Special Meeting of shareholders, the Company approved the issue of up to 1.33 million new ordinary shares of the Company, at a price of \$37.50 per share to certain non-US based accredited investors. On February 11, 2022 the Company completed this private placement and issued 1.07 million new shares, raising \$40 million, which it has used in bitcoin mining operations.

The Company operates in the United States through its wholly-owned subsidiary, Abit USA Inc which has a mining facility in the town of Duff, Tennessee.

The accompanying consolidated financial statements reflect the activities of the Company and each of the following entities:

Name of entity	Background	Ownership
Abit Hong Kong Limited	Investment Holding	100% owned by Abits Group Inc
Abit USA, Inc.	Bitcoin Mining	100% owned by Abit Hong Kong Limited
Beijing Bitmatrix Technology Co. Ltd	In-house Support Services	100% owned by Abit Hong Kong Limited
Abits Inc	Bitcoin Mining	100% owned by Abit Hong Kong Limited

2. Summary of principal accounting policies

Basis of presentation and consolidation

The accompanying consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") and include all the subsidiaries of the Group. The financial year-end of the Company is December 31. The consolidated results are presented as of the years ended December 31, 2024, December 31, 2023 and December 31, 2022. All intercompany transactions and balances have been eliminated in the consolidation.

Fair value of financial instruments

The Company follows the provisions of ASC 820, "Fair Value Measurements and Disclosures." ASC 820 clarifies the definition of fair value, prescribes methods for measuring fair value, and establishes a fair value hierarchy to classify the inputs used in measuring fair value as follows:

Level 1-Observable inputs such as unadjusted quoted prices in active markets for identical assets or liabilities available at the measurement date.

Level 2-Inputs other than quoted prices that are observable for the asset or liability in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable, and inputs derived from or corroborated by observable market data.

Level 3-Inputs are unobservable inputs that reflect management's assumptions based on the best available information.

The carrying value of cash and cash equivalents, prepayments, deposits and other receivables, accruals and other payables, loans from related parties and unrelated party approximate their fair values because of the short-term nature of these instruments.

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of principal accounting policies (continued)

Use of estimates

The preparation of the consolidated 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 disclosures of contingent assets and liabilities at the date of the accompanying consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates required to be made by management include but not limited to, useful lives of property and equipment, provision for doubtful accounts, intangible assets valuation, inventory valuation, value added recoverable valuation and deferred tax assets valuation. Actual results could differ from those estimates.

Cash and cash equivalents

Cash includes cash on hand and demand deposits in accounts maintained with commercial banks. The Company considers all highly liquid investment instruments with an original maturity of three months or less from the date of purchase to be cash equivalents.

The Company considers all short-term highly liquid investments that are readily convertible to known amounts of cash and have original maturities of three months or less to be cash equivalents.

Prepayments, deposits and other receivables

Prepayments and deposits represent amounts advanced to suppliers. The suppliers usually require advance payments or deposits when the Company makes purchase or orders service and the prepayments and deposits will be utilized to offset the Company's future payments. Other receivables mainly consist of various cash advances to employees for business needs. These amounts are unsecured, non-interest bearing and generally short-term in nature.

Allowances are recorded when utilization and collection of amounts due are in doubt. Delinquent prepayments, deposits and other receivables are written-off after management has determined that the likelihood of utilization or collection is not probable and known bad debts are written off against the allowances when identified.

Property, Equipment and Vehicles, net

Property and equipment are recorded at cost less accumulated depreciation and amortization. Significant additions or improvements extending useful lives of assets are capitalized. Maintenance and repairs are charged to expense as incurred. Depreciation and amortization are computed using the straight-line method over the estimated useful lives as follows:

Electronic and mining equipment	3-6 years
Furniture and fixtures	3-6 years
Vehicles	3 years

The Company owns the land used for its mining center; There is no depreciation on this land.

Intangible assets, net

Intangible assets, comprising Intellectual property rights ("IP rights") and software, which are separable from property and equipment, are stated at cost less accumulated amortization. Amortization is computed using the straight-line method over the estimated useful lives of 3- 10 years.

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Impairment of long-lived assets

The Company classifies its long-lived assets into: (i) computer and office equipment; (ii) furniture and fixtures, (iii) leasehold improvements, and (iv) finite-lived intangible assets.

Long-lived assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of such assets may not be fully recoverable. It is possible that these assets could become impaired as a result of technology, economy or other industry changes. If circumstances require a long-lived asset or asset group to be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying value. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques, including discounted cash flow models, relief from royalty income approach, quoted market values and third-party independent appraisals, as considered necessary.

The Company makes various assumptions and estimates regarding estimated future cash flows and other factors in determining the fair values of the respective assets. The assumptions and estimates used to determine future values and remaining useful lives of long-lived assets are complex and subjective. They can be affected by various factors, including external factors such as industry and economic trends, and internal factors such as the Company's business strategy and its forecasts for specific market expansion.

Digital assets

Digital assets are included in non-current assets in the accompanying consolidated balance sheets. Digital assets purchased are recorded at cost and digital assets awarded to the Company through its mining activities are accounted for in connection with the Company's revenue recognition policy disclosed below.

Digital assets held are accounted for as intangible assets with indefinite useful lives. An intangible asset with an indefinite useful life is not amortized but assessed for impairment annually, or more frequently, when events or changes in circumstances occur indicating that it is more likely than not that the indefinite-lived asset is impaired. Impairment exists when the carrying amount exceeds its fair value, which is measured using the quoted price of the digital assets at the time its fair value is being measured. In testing for impairment, the Company has the option to first perform a qualitative assessment to determine whether it is more likely than not that an impairment exists. If it is determined that it is not more likely than not that an impairment exists, a quantitative impairment test is not necessary. If the Company concludes otherwise, it is required to perform a quantitative impairment test. To the extent an impairment loss is recognized, the loss establishes the new cost basis of the asset.

Meanwhile, on December 13, 2023, the FASB issued ASU 2023-08, which addresses the accounting and disclosure requirements for certain crypto assets. The new guidance requires entities to subsequently measure certain crypto assets at fair value, with changes in fair value recorded in net income in each reporting period. For all entities, the ASU's amendments are effective for fiscal years beginning after December 15, 2024, including interim periods within those years. Early adoption is permitted. If an entity adopts the amendments in an interim period, it must adopt them as of the beginning of the fiscal year that includes that interim period.

Effective January 1, 2023, the Company early adopted ASU 2023-08, which requires entities to measure crypto assets at fair value with changes recognized in the Consolidated Statement of Comprehensive Income (Loss) each reporting period.

The Company's digital assets are within the scope of ASU 2023-08 and the transition guidance requires a cumulative-effect adjustment as of the beginning of the current fiscal year for any difference between the carrying amount of the Company's digital assets and fair value.

Purchases of digital assets by the Company, if any, will be included within investing activities in the accompanying consolidated statements of cash flows, while digital assets awarded to the Company through its mining activities are included within operating activities on the accompanying consolidated statements of cash flows. The sales of digital assets are included within investing activities in the accompanying consolidated statements of cash flows and any realized gains or losses from such sales are included in "realized gain (loss) on exchange of digital assets" in the consolidated statements of operations and comprehensive income (loss). The Company accounts for its gains or losses in accordance with the first-in first-out method of accounting.

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Revenue recognition

The Company recognizes revenue in accordance with ASC 606 Revenue from Contracts with Customers (“ASC 606”).

The Company has entered into digital asset mining pools by executing contracts with mining pool operators to provide computing power to the mining pool. The Company’s enforceable right to compensation begins only when, and lasts as long as, the Company provides computing power to the mining pool operator and is created as power is provided over time. The only consideration due to the Company relates to the provision of computing power. The contracts are terminable at any time by and at no cost to the Company, and by the pool operator under certain conditions specified in the contract. Providing computing power in digital asset transaction verification services is an output of the Company’s ordinary activities. Providing such computing power is the only performance obligation in the Company’s contracts with mining pool operators.

The transaction consideration the Company receives, if any, is non-cash consideration in the form of bitcoin. Changes in the fair value of the non-cash consideration due to form of the consideration (changes in the market price of Bitcoin) are not included in the transaction price and therefore, are not included in revenue. Certain mining pool operators charge fees to cover the costs of maintaining the pool and are deducted from amounts we may otherwise earn and are treated as a reduction to the consideration received. Fees fluctuate and historically have been no more than approximately 2% per reward earned, on average.

In exchange for providing computing power, the Company is entitled to either:

a Full-Pay-Per-Share pay out of bitcoin based on a contractual formula, which primarily calculates the hash rate provided by the Company to the mining pool as a percentage of total network hash rate, and other inputs. The Company is entitled to consideration even if a block is not successfully placed by the mining pool operator. The contract is in effect until terminated by either party.

The consideration is all variable. Because it is probable that a significant reversal of cumulative revenue will not occur and the Company is able to calculate the payout based on the contractual formula, non-cash revenue is estimated and recognized based on the spot price of Bitcoin determined using the Company’s primary trading platform for bitcoin at the inception of each contract, which is determined to be daily. Non cash consideration is measured at fair value at contract inception. Fair value of the crypto asset consideration is determined using the quoted price on the Company’s primary trading platform for bitcoin at the beginning of the contract period at the single bitcoin level (one bitcoin). This amount is estimated and recognized in revenue upon inception, which is when hash rate is provided.

Or:

A fractional share of the fixed Bitcoin award the mining pool operator receives (less digital asset transaction fees to the mining pool operator which are immaterial and are recorded as a deduction from revenue) for successfully adding a block to the blockchain based on a proportion of the Company’s “scoring hash rate” to the pool’s “scoring hash rate” where the scoring hash rate as defined by the pool is the exponential moving average of the hash power contributed by the Company or by all pool members combined. The Company’s fractional share of the bitcoin reward is based on the proportion of computing power the Company contributed to the mining pool operator to the total computing power contributed by all mining pool participants in solving the current algorithm.

Income taxes

The Company utilizes ASC Topic 740 (“ASC 740”) “Income taxes”, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements or tax returns. Under this method, deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial reporting amounts at each period end based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

ASC 740 “Income taxes” clarifies the accounting for uncertainty in tax positions. This interpretation requires that an entity recognizes in the financial statements the impact of a tax position, if that position is more likely than not of being sustained upon examination, based on the technical merits of the position. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company has elected to classify interest and penalties related to unrecognized tax benefits, if and when required, as part of income tax expense in the consolidated statements of operations. The Company evaluate the level of authority for each uncertain tax position (including the potential application of interest and penalties) based on the technical merits, and measure the unrecognized benefits associated with the tax positions. As of December 31, 2023 and December 31, 2022, the Company did not have any unrecognized tax benefits. The Company does not anticipate any significant increase to its liability for unrecognized tax benefit within the next 12 months.

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Foreign currency transactions and translation

The reporting currency of the Company is United States Dollars (the “USD”).

For financial reporting purposes, the financial statements of the foreign-incorporated subsidiaries are prepared using their respective functional currencies, and then translated into the reporting currency, USD so to be consolidated with the Company’s. Monetary assets and liabilities denominated in currencies other than the reporting currency are translated into the reporting currency at the rates of exchange ruling at the balance sheet date. Revenues and expenses are translated using average rates prevailing during the reporting period. Adjustments resulting from the translation are recorded as a separate component of accumulated other comprehensive income in stockholders’ deficiency. Translation losses are recognized in the statements of operations and comprehensive loss.

The exchange rates applied are as follows:

Balance sheet items, except for equity accounts	December 31, 2024	December 31, 2023	December 31, 2022
RMB:USD	7.1884	7.0827	6.8979
HKD:USD	7.7625	7.8157	7.7990

Items in the statements of operations and comprehensive loss, and statements cash flows:

	December 31, 2024	December 31, 2023	December 31, 2022
RMB:USD	7.1887	7.0467	6.8979
HKD:USD	7.7625	7.8284	7.7959

Earnings per share

Basic gain per share is based on the weighted average number of ordinary shares outstanding during the period while the effects of potential ordinary shares outstanding during the period are included in diluted earnings per share.

FASB Accounting Standard Codification Topic 260 (“ASC 260”), “Earnings Per Share,” requires that employee equity share options, non-vested shares and similar equity instruments granted to employees be treated as potential ordinary shares in computing diluted earnings per share. Diluted earnings per share should be based on the actual number of options or shares granted and not yet forfeited, unless doing so would be anti-dilutive. The Company uses the “treasury stock” method for equity instruments granted in share-based payment transactions provided in ASC 260 to determine diluted earnings per share. Antidilutive securities represent potentially dilutive securities which are excluded from the computation of diluted earnings or loss per share as their impact was antidilutive.

Recent Accounting Pronouncements

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

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

In June 2016, the FASB issued Accounting Standards Update (“ASU”) No. 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which was codified with its subsequent amendments as Accounting Standards Codification (“ASC”) Topic 326, *Financial Instruments – Credit Losses* (“ASC 326”). ASC 326 seeks to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments, including trade receivables, and other commitments to extend credit held by a reporting entity at each reporting date. The amendments require an entity to replace the incurred loss impairment methodology in other GAAP with a methodology that reflects current expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The updated guidance is effective for the Company for annual reporting periods beginning after December 15, 2022, and early adoption is permitted. In connection with the Company’s acquisitions during the year ended December 31, 2021, the Company adopted this standard on January 1, 2021 and the adoption did not have a material impact on the financial statements and related disclosures.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes (“ASU 2019-12”)*, which is intended to simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in ASC Topic 740 and also clarifies and amends existing guidance to improve consistent application. This guidance is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020, with early adoption permitted. The Company adopted this standard on January 1, 2020 and the adoption did not have a material impact on the financial statements and related disclosures.

In May 2021, the FASB issued ASU 2021-04, *Earnings Per Share (Topic 260), Debt-Modifications and Extinguishments (Subtopic 470-50), Compensation-Stock Compensation (Topic 718), and Derivatives and Hedging-Contracts in Entity’s Own Equity (Subtopic 815-40)*, (“ASU 2021-04”). This ASU reduces diversity in an issuer’s accounting for modifications or exchanges of freestanding equity-classified written call options (for example, warrants) that remain equity classified after modification or exchange. This ASU provides guidance for a modification or an exchange of a freestanding equity-classified written call option that is not within the scope of another Topic. It specifically addresses: (1) how an entity should treat a modification of the terms or conditions or an exchange of a freestanding equity-classified written call option that remains equity classified after modification or exchange; (2) how an entity should measure the effect of a modification or an exchange of a freestanding equity-classified written call option that remains equity classified after modification or exchange; and (3) how an entity should recognize the effect of a modification or an exchange of a freestanding equity-classified written call option that remains equity classified after modification or exchange. This ASU will be effective for all entities for fiscal years beginning after December 15, 2021. An entity should apply the amendments prospectively to modifications or exchanges occurring on or after the effective date of the amendments. Early adoption is permitted, including adoption in an interim period. The adoption of ASU 2021-04 on January 1, 2022 did not have a material impact on the Company’s financial statements.

The Company’s management does not believe that any other recently issued, but not yet effective, authoritative guidance, if currently adopted, would have a material impact on the Company’s financial statement presentation or disclosures.

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

3. Digital assets

	2024		2023		2022	
BTC	Number	Value	Number	Value	Number	Value
Stock of bitcoins at the beginning of the year	16.41	693,389	5.29	87,747	-	-
Mined during the year	100.55	6,570,519	43.93	1,681,533	5.29	164,428
Exchanged for USD	(97.59)	(6,360,675)	(23.23)	(889,084)		
Exchanged for USDT	(16.79)	(1,180,595)	(9.59)	(226,256)		
Change in fair value of Bitcoin		523,498		39,448		(76,681)
Stock of bitcoins at the end of the year	2.58	246,136	16.41	693,389	5.29	87,747
USDC						
Balance brought forward:		320,458		7,000,000		-
Proceeds from issue of new preferred shares						5,000,000
Proceeds from issue of new ordinary shares				3,109		33,200,000
Exchange for USD		(45,168)		889,084		-
Exchange for USDT		(5,437)				-
Procurement of equipment and expenses		(269,853)		(7,571,735)		(31,200,000)
Balance carried forward		-		320,458		7,000,000
USDT:						
Balance brought forward:		180,310		-		-
Proceeds from exchange of USD and USDC		421,254		-		
Proceeds from exchange of bitcoins		1,180,595		226,256		
Procurement of equipment and expenses		(1,770,542)		(127,546)		
Proceeds from Sale of used equipment				81,600		
Balance carried forward		11,617		180,310		-
Total per Note 3 to Balance Sheet		<u>257,753</u>		<u>1,194,157</u>		<u>7,087,747</u>

4. Property, equipment and vehicles

Cost:	Land	Plant	Equipment	Vehicles	Total
Balance, December 31,2022			18,684,800	133,308	18,818,108
Additions	1,208,949	2,132,511	5,909,078		9,250,538
Disposals			-7,364,650		-7,364,650
Balance, December 31,2023	1,208,949	2,132,511	17,229,228	133,308	20,703,996
Additions	687,343(1)	252,176	1,657,565		2,597,084
Balance, December 31,2024	1,896,292	2,384,687	18,886,793	133,308	23,301,080
Depreciation:					
Balance, December31,2022			6,228,200	36,500	6,264,700
Charge for the year		71,907	322,269	48,603	442,779
Acc.depn on disposals			4,532,185		4,532,185
Balance, December 31,2023		71,907	11,082,654	85,103	11,239,664
Charge for the year		454,171	2,135,235	36,102	2,625,508
Balance, December 31,2024		526,078	13,217,889	121,205	13,865,172
Net book value:					
Balance,December 31,2022	-	-	12,456,600	96,808	12,553,408
Balance, December 31,2023	1,208,949	2,060,604	6,146,573	48,206	9,464,332(2)
Balance, December 31,2024	1,896,292	1,858,609	5,668,903	12,104	9,435,908

(1)The additions to property of \$ 687,343 represent the acquisition cost of the Wisconsin property which is awaiting rezoning approvals for development as a mining center.

(2)The difference from the balance at the end of 2023 is \$1,235, which is caused by a different depreciation method from the reclassification of a \$24,700 fixed asset.

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

5. Other receivables and prepayments

	2024	2023	2022
Utility deposit	375,000	375,000	-
Deposit for the purchase of miners	160,000	397,000	2,374,700
Other sundry deposits	23,707	2,345	10,276
	<u>558,707</u>	<u>774,345</u>	<u>2,384,976</u>

In addition to the utility electricity deposit, other account receivables are generated through normal operations and the period is within 6 months. There is no bad debt provision.

6. Other payable and accruals

	2024	2023	2022
Staff salaries and other benefits	62,036	63,110	-
Professional fees	403,250	403,798	-
Others	525,060	538,700	613,455
	<u>990,346</u>	<u>1,005,608</u>	<u>613,455</u>

7. Capital Stock

Preferred

Authorized: 3,333,333 shares, par value \$0.01515 per share

Issued and fully paid: As of December 31, 2024 and December 31, 2023, 333,333 shares

Ordinary

Authorized: 10,000,000 shares, par value \$0.015 per share

Issued and fully paid

	2024 ⁽¹⁾	2023 ⁽¹⁾	2022 ⁽¹⁾
As of January 1	2,370,139	2,370,139	1,303,645
Issued during the year			1,066,494
As of December 31	2,370,139	2,370,139	2,370,139

⁽¹⁾ All period results have been adjusted for the reverse stock split effective March 10, 2025 (See Note 12 - Subsequent Events).

8. Revenue

	2024	2023	2022
Bitcoin operations ⁽¹⁾	6,570,520	1,681,533	164,428
Hosting fees from third parties ⁽²⁾	140,705	-	-
	<u>6,711,225</u>	<u>1,681,533</u>	<u>164,428</u>

⁽¹⁾ The output of bitcoins during 2024 is 100.55 coins (2023: 43.93 coins and 2022: 5.29 coins).

⁽²⁾ The Company began providing hosting services to third parties and charging a service fee from July 1, 2024.

9. Direct costs of revenue

	2024	2023 ⁽¹⁾	2022
Electricity cost	2,425,043	364,110	361,490
Water fee	571,053	51,779	-
Salaries ⁽²⁾	339,723	39,579	-
	<u>3,335,819</u>	<u>455,468</u>	<u>361,490</u>

(1) The electricity supply is from the La Follette Utilities Board under an agreement signed in March 2023.

(2) The staff costs relate to that of the site manager, technicians and other part-time workers at the mining center in Duff, Tennessee.

10. Provision for diminution in value of miners

During the year to December 31, 2023, the Company made a critical assessment of its miners and concluded that a write-off of \$4,530,950 was required and a provision of \$7,364,650 for the diminution in value of the remaining equipment needed to be made because of its obsolescence and poor performance. The entire fleet was sold for scrap value in 2024.

11. Taxation

The Company and its subsidiary companies file separate income tax returns under different tax jurisdictions.

The Company only operates in the United States through Abit USA Inc. The charge for 2024 represents the taxable situation of this subsidiary, as follows::

Taxation	Years Ended December 31
(Loss)/Income before taxes	(798,293)
Tax and surcharges for 2023	56,061
Current income tax provision	55,306
Deferred tax benefits	0
Total taxes	111,367
(Loss)/Income after taxes	(909,660)
Income tax computed at different regions statutory tax rate	0
Effect of non-taxable income	0
Effect of non-deductible expenses	0
Effect of preferential tax rate	0
Deferred tax assets losses not recognized	0
Others	0
Tax	111,367

The taxation laws for the different jurisdictions of the subsidiaries are summarized below.

The United States of America

On December 22, 2017, the Tax Cuts and Jobs Act of 2017 (the “Act”) was signed into law making significant changes to the Internal Revenue Code. Changes include, but are not limited to, a U.S. corporate tax rate decrease from 35% to 21% effective for tax years beginning after December 31, 2017, the transition of U.S. international taxation from a worldwide tax system to a territorial system, and a one-time transition tax on the mandatory deemed repatriation of cumulative foreign earnings as of December 31, 2017. As the Company has a December 31 fiscal year-end, the lower corporate income tax rate will be phased in, resulting in a U.S. statutory federal rate of approximately 24.5% for our fiscal year ending December 31, 2018, and 21% for subsequent fiscal years. Accordingly, we have to remeasure our deferred tax assets on net operating loss carryforward in the U.S. at the lower enacted cooperated tax rate of 21%. However, this re-measurement has no effect on the Company’s income tax expenses as the Company has provided a 100% valuation allowance on its deferred tax assets previously.

Additionally, the Tax Act imposes a one-time transition tax on deemed repatriation of historical earnings of foreign subsidiaries, and future foreign earnings are subject to U.S. taxation. The change in rate has caused us to remeasure all U.S. deferred income tax assets and liabilities for temporary differences and net operating loss (NOL) carryforwards and recorded a one-time income tax payable in 8 years.

ABITS GROUP INC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

British Virgin Islands

Abits Group Inc is incorporated in the British Virgin Islands. Under the current laws of the British Virgin Islands, Abits Group Inc is not subject to tax on income or capital gains. In addition, upon payments of dividends the Company, no British Virgin Islands withholding tax is imposed.

Hong Kong

Abit Hong Kong is incorporated in the Special Administrative Region of Hong Kong where the profits tax rate is 16.5%. It commenced operations in 2023 but did not derive any taxable income.

PRC

Effective from January 1, 2008, the PRC's statutory income tax rate is 25%. The Company's sole PRC subsidiary, Beijing Bitmatrix Technology Co. Ltd. has not derived any taxable income since inception.

Note 12 Subsequent Events

(a) Changes in Par Value , Number of Authorized Shares and Reverse split

On February 13, 2025, the Board of Directors approved to change the maximum number of shares the Company is authorized to issue from 200,000,000 shares comprising: (i) 150,000,000 ordinary shares of par value US\$0.001 each, and (ii) 50,000,000 preferred shares of par value \$0.00101 each, to an unlimited number of ordinary shares of no par value each and an unlimited number of preferred shares of no par value each (collectively, the "Changes of Authorized Shares"), and to amend and restate the Company's memorandum and articles of association, as amended, to reflect the Changes of Authorized Shares (the "Amended and Restated Memorandum and Articles"). On February 17, 2025, the Amended and Restated Memorandum and Articles became effective upon filing with the Registrar of Corporate Affairs of the British Virgin Islands.

On February 13, 2025, the Board of Directors approved to effect a share consolidation (the "Reverse Split") of the Company's authorized and issued ordinary shares and preferred shares at the ratio of one-for-fifteen. The Reverse Split of the ordinary shares was reflected on the NASDAQ Capital Market and in the marketplace at the open of business on March 10, 2025 (the "Effective Date"). Prior to the Effective Date, there were 35,554,677 ordinary shares of par value US\$0.001 each, and 5,000,000 preferred shares of par value US\$0.00101 each outstanding. As a result of the Reverse Split, 2,370,139 ordinary shares of par value US\$0.015 each, and 333,333 preferred shares of par value US\$0.01515 each which are outstanding. The Company redeemed at market value the resulting fractional shares.

(b) Compliance with Minimum Bid Price of \$1

On March 25, 2025 the Company received a notification from NASDAQ that it has cured its deficiency of a minimum bid price of \$1 per share.

Description of Securities
Registered under Section 12 of the Securities Exchange Act of 1934

As of December 31, 2024, Abits Group Inc (“Abits Group,” the “Company,” “we,” “us,” and “our”) had one class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, as follows:

Title of each class	Symbol	Name of each exchange on which registered
Ordinary shares, par value \$0.001 per share ⁽¹⁾	ABTS	Nasdaq Capital Market

⁽¹⁾Representing the par value as of the referenced date without giving effect to the share consolidation effected on March 10, 2025.

Ordinary Shares

Under our memorandum and articles of association, effective as of December 31, 2024, the Company was authorized to issue a maximum of 200,000,000 shares, comprising: (i) 150,000,000 ordinary shares of par value US\$0.001 each and (ii) 50,000,000 preferred shares of par value US\$0.00101 each. As of December 31, 2024, a total of 35,554,677 ordinary shares were issued and outstanding and 5,000,000 preferred shares issued and outstanding.

In February 2025, the Company amended and restated its memorandum and articles of association. Under the amended memorandum and articles of association, the Company is authorized to issue an unlimited number of ordinary shares of no par value each and an unlimited number of preferred shares of no par value each. On February 13, 2025, the Company approved to effect a share consolidation of the Company’s authorized and issued ordinary shares and preferred shares at a ratio of one-for-fifteen. Following the consolidation of the ordinary shares effected on the NASDAQ Capital Market on March 10, 2025, the Company has 2,370,139 ordinary shares and 333,333 preferred shares outstanding.

The ordinary shares are registered for trading on the NASDAQ Capital Market under the trading symbol “ABTS”.

Capitalized terms used but not defined herein shall have the meanings given to them in the annual report on Form 20-F.

This Exhibit sets forth a description of our ordinary shares and certain provisions of our memorandum and articles of association which are summaries and are qualified in their entirety by reference to the full text of our Amended and Restated Memorandum and Articles of Association, which was previously filed as Exhibit 3.1 to the Company’s current report on Form 6-K on March 5, 2025 (referred to hereafter as our “Memorandum and Articles”).

Dividend Distributions

The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors subject to the BVI Business Companies Act. The holders of our preferred shares have no right to share in any dividend paid by the Company and no right to share in the distribution of the surplus assets of the Company on its liquidation.

Voting rights

Any action required or permitted to be taken by the shareholders must be effected at a duly called annual or special meeting of the shareholders entitled to vote on such action and may be effected by a resolution in writing. At each shareholder’s meeting, each shareholder who is present in person or by proxy (or, in the case of a shareholder being a corporation, by its duly authorized representative) will be entitled to one vote for each ordinary share which such shareholder holds and be entitled to three votes for each preferred share which such shareholder holds on all matters subject to vote at each shareholders’ meeting of the Company.

Election of directors

Delaware law permits cumulative voting for the election of directors only if expressly authorized in the certificate of incorporation. The laws of the British Virgin Islands, however, do not specifically prohibit or restrict the creation of cumulative voting rights for the election of our directors. Cumulative voting is not a concept that is accepted as a common practice in the British Virgin Islands, and we have made no provisions in our memorandum and articles of association to allow cumulative voting for elections of directors.

Meetings

We must provide written notice of all meetings of shareholders, stating the time, place and, in the case of a special meeting of shareholders, the purpose or purposes thereof, at least 7 days before the date of the proposed meeting to those persons whose names appear as shareholders in the register of members on the date of the notice and are entitled to vote at the meeting. Our board of directors shall call a special meeting upon the written request of shareholders holding at least 30% of our outstanding voting shares. In addition, our board of directors may call a special meeting of shareholders on its own motion. A meeting of shareholders held in contravention of the requirement to give notice is valid if shareholders holding at least 90 percent of the total voting rights on all the matters to be considered at the meeting have waived notice of the meeting and, for this purpose, the presence of a shareholder at the meeting shall constitute waiver in relation to all the shares which that shareholder holds.

The management of us is entrusted to our board of directors, who will make corporate decisions by board resolution. Our directors are free to meet at such times and in such manner and places within or outside the BVI as the directors determine to be necessary or desirable. A 3 days' notice of a meeting of directors must be given. At any meeting of directors, a quorum will be present if half of the total number of directors is present, unless there are only 2 directors in which case the quorum is 2. If a quorum is not present, the meeting will be dissolved. If a quorum is present, votes of half of present directors are required to pass a resolution of directors.

As few as one third of our outstanding shares may be sufficient to hold a shareholder meeting. Although our memorandum and articles of association require that holders of at least one-third of our outstanding shares appear in person or by proxy to hold a shareholder meeting, to the extent we fail to have quorum on this initial meeting date, we can reschedule the meeting for the next business day or later, at which second meeting the holders of one third or more of our outstanding shares will constitute a quorum. As mentioned, at the initial date set for any meeting of shareholders, a quorum will be present if there are shareholders present in person or by proxy representing not less than one-third of the issued Ordinary Shares entitled to vote on the resolutions to be considered at the meeting. A quorum may comprise a single shareholder or proxy and then such person may pass a resolution of shareholders and a certificate signed by such person accompanied where such person be a proxy by a copy of the proxy instrument shall constitute a valid resolution of shareholder. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of shareholders, shall be dissolved; in any other case it shall stand adjourned to the next business day in the jurisdiction in which the meeting was to have been held at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting there are present within one hour from the time appointed for the meeting in person or by proxy not less than one third of the votes of the shares or each class or series of shares entitle to vote on the matter to be considered by the meeting, those present shall constitute a quorum but otherwise the meeting shall be dissolved. No business may be transacted at any general meeting unless a quorum is present at the commencement of business. If present, the chair of our board of directors shall be the chair presiding at any meeting of the shareholders.

A corporation that is a shareholder shall be deemed for the purpose of our memorandum and articles of association to be present in person if represented by its duly authorized representative. This duly authorized representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were our individual shareholder.

Protection of minority shareholders

We would normally expect British Virgin Islands courts to follow English case law precedents, which permit a minority shareholder to commence a representative action, or derivative actions in our name, to challenge (1) an act which is ultra vires or illegal, (2) an act which constitutes a fraud against the minority by parties in control of us, (3) the act complained of constitutes an infringement of individual rights of shareholders, such as the right to vote and pre-emptive rights and (4) an irregularity in the passing of a resolution which requires a special or extraordinary majority of the shareholders.

Pre-emptive rights

There are no pre-emptive rights applicable to the issue by us of new Ordinary Shares under either British Virgin Islands law or our memorandum and articles of association.

Transfer of ordinary shares

Subject to the restrictions in our memorandum and articles of association and applicable securities laws, any of our shareholders may transfer all or any of his or her ordinary shares by written instrument of transfer signed by the transferor and containing the name and address of the transferee. Our board of directors may resolve by resolution to refuse or delay the registration of the transfer of any common share. If our board of directors resolves to refuse or delay any transfer, it shall specify the reasons for such refusal in the resolution. Our directors may not resolve or refuse or delay the transfer of a common share unless: (a) the person transferring the shares has failed to pay any amount due in respect of any of those shares; or (b) such refusal or delay is deemed necessary or advisable in our view or that of our legal counsel in order to avoid violation of, or in order to ensure compliance with, any applicable, corporate, securities and other laws and regulations.

Liquidation

If we are wound up and the assets available for distribution among our shareholders are more than sufficient to repay all amounts paid to us on account of the issue of shares immediately prior to the winding up, the excess shall be distributable pari passu among those shareholders in proportion to the amount paid up immediately prior to the winding up on the shares held by them, respectively. If we are wound up and the assets available for distribution among the shareholders as such are insufficient to repay the whole of the amounts paid to us on account of the issue of shares, those assets shall be distributed so that, to the greatest extent possible, the losses shall be borne by the shareholders in proportion to the amounts paid up immediately prior to the winding up on the shares held by them, respectively. If we are wound up, the liquidator appointed by us may, in accordance with the BVI Business Companies Act, divide among our shareholders in specie or kind the whole or any part of our assets (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as the liquidator deems fair upon any property to be divided and may determine how such division shall be carried out as between the shareholders or different classes of shareholders.

Calls on ordinary shares and forfeiture of ordinary shares

Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their ordinary shares in a notice served to such shareholders at least 14 days prior to the specified time of payment. The ordinary shares that have been called upon and remain unpaid are subject to forfeiture.

Redemption of ordinary shares

Subject to the provisions of the BVI Business Companies Act, we may issue shares on terms that are subject to redemption, at our option or at the option of the holders, on such terms and in such manner as may be determined by our memorandum and articles of association and subject to any applicable requirements imposed from time to time by, the BVI Business Companies Act, the SEC, The NASDAQ Capital Market, or by any recognized stock exchange on which our securities are listed.

Modifications of rights

All or any of the special rights attached to any class of shares may, subject to the provisions of the BVI Business Companies Act, be amended only pursuant to a resolution passed at a meeting by a majority of the votes cast by those entitled to vote at a meeting of the holders of the shares of that class.

Changes in the number of shares we are authorized to issue and those in issue

We may from time to time by resolution of our board of directors:

- amend our memorandum of association to increase or decrease the maximum number of shares we are authorized to issue;
 - subject to our memorandum, divide our authorized and issued shares into a larger number of shares; and
 - subject to our memorandum, combine our authorized and issued shares into a smaller number of shares.
-

Untraceable shareholders

We are entitled to sell any shares of a shareholder who is untraceable, provided that:

- all checks or warrants in respect of dividends of these shares, not being less than three in number, for any sums payable in cash to the holder of such shares have remained uncashed for a period of twelve years prior to the publication of the notice and during the three months referred to in the third bullet point below;
- we have not during that time received any indication of the whereabouts or existence of the shareholder or person entitled to these shares by death, bankruptcy or operation of law; and
- we have caused a notice to be published in newspapers in the manner stipulated by our memorandum and articles of association, giving notice of our intention to sell these shares, and a period of three months has elapsed since such notice.
- The net proceeds of any such sale shall belong to us, and when we receive these net proceeds we shall become indebted to the former shareholder for an amount equal to the net proceeds.

Inspection of books and records

Under British Virgin Islands Law, holders of our ordinary shares are entitled, upon giving written notice to us, to inspect (i) our memorandum and articles of association, (ii) the register of members, (iii) the register of directors and (iv) minutes of meetings and resolutions of members, and to make copies and take extracts from the documents and records. However, our directors can refuse access if they are satisfied that to allow such access would be contrary to our interests. See “Where You Can Find Additional Information.”

Rights of non-resident or foreign shareholders

There are no limitations imposed by our memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

Issuance of additional ordinary shares

Our memorandum and articles of association authorizes our board of directors to issue additional ordinary shares from authorized but unissued shares, to the extent available, from time to time as our board of directors shall determine.

Differences in Corporate Law

The BVI Business Companies Act and the laws of the British Virgin Islands affecting British Virgin Islands companies like us and our shareholders differ from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of the material differences between the provisions of the laws of the British Virgin Islands applicable to us and the laws applicable to companies incorporated in the United States and their shareholders.

Mergers and similar arrangements

Under the laws of the British Virgin Islands, two or more companies may merge or consolidate in accordance with Section 170 of the BVI Business Companies Act. A merger means the merging of two or more constituent companies into one of the constituent companies and a consolidation means the uniting of two or more constituent companies into a new company. In order to merge or consolidate, the directors of each constituent company must approve a written plan of merger or consolidation, which must be authorized by a resolution of shareholders.

While a director may vote on the plan of merger or consolidation even if he has a financial interest in the plan, the interested director must disclose the interest to all other directors of the company promptly upon becoming aware of the fact that he is interested in a transaction entered into or to be entered into by the company.

A transaction entered into by our company in respect of which a director is interested (including a merger or consolidation) is voidable by us unless the director's interest was (a) disclosed to the board prior to the transaction or (b) the transaction is (i) between the director and the company and (ii) the transaction is in the ordinary course of the company's business and on usual terms and conditions.

Notwithstanding the above, a transaction entered into by the company is not voidable if the material facts of the interest are known to the shareholders and they approve or ratify it or the company received fair value for the transaction.

Shareholders not otherwise entitled to vote on the merger or consolidation may still acquire the right to vote if the plan of merger or consolidation contains any provision which, if proposed as an amendment to the memorandum or articles of association, would entitle them to vote as a class or series on the proposed amendment. In any event, all shareholders must be given a copy of the plan of merger or consolidation irrespective of whether they are entitled to vote at the meeting to approve the plan of merger or consolidation.

The shareholders of the constituent companies are not required to receive shares of the surviving or consolidated company but may receive debt obligations or other securities of the surviving or consolidated company, other assets, or a combination thereof. Further, some or all of the shares of a class or series may be converted into a kind of asset while the other shares of the same class or series may receive a different kind of asset. As such, not all the shares of a class or series must receive the same kind of consideration.

After the plan of merger or consolidation has been approved by the directors and authorized by a resolution of the shareholders, articles of merger or consolidation are executed by each company and filed with the Registrar of Corporate Affairs in the British Virgin Islands.

A shareholder may dissent from a mandatory redemption of his shares, an arrangement (if permitted by the court), a merger (unless the shareholder was a shareholder of the surviving company prior to the merger and continues to hold the same or similar shares after the merger) or a consolidation. A shareholder properly exercising his dissent rights is entitled to a cash payment equal to the fair value of his shares.

A shareholder dissenting from a merger or consolidation must object in writing to the merger or consolidation before the vote by the shareholders on the merger or consolidation, unless notice of the meeting was not given to the shareholder. If the merger or consolidation is approved by the shareholders, the company must give notice of this fact to each shareholder within 20 days who gave written objection. These shareholders then have 20 days to give to the company their written election in the form specified by the BVI Business Companies Act to dissent from the merger or consolidation, provided that in the case of a merger, the 20 days starts when the plan of merger is delivered to the shareholder.

Upon giving notice of his election to dissent, a shareholder ceases to have any shareholder rights except the right to be paid the fair value of his shares. As such, the merger or consolidation may proceed in the ordinary course notwithstanding his dissent.

Within seven days of the later of the delivery of the notice of election to dissent and the effective date of the merger or consolidation, the company must make a written offer to each dissenting shareholder to purchase his shares at a specified price per share that the company determines to be the fair value of the shares. The company and the shareholder then have 30 days to agree upon the price. If the company and a shareholder fail to agree on the price within the 30 days, then the company and the shareholder shall, within 20 days immediately following the expiration of the 30-day period, each designate an appraiser and these two appraisers shall designate a third appraiser. These three appraisers shall fix the fair value of the shares as of the close of business on the day prior to the shareholders' approval of the transaction without taking into account any change in value as a result of the transaction.

Shareholders' suits

There are both statutory and common law remedies available to our shareholders as a matter of British Virgin Islands law. These are summarized below:

Prejudiced members

A shareholder who considers that the affairs of the company have been, are being, or are likely to be, conducted in a manner that is, or any act or acts of the company have been, or are, likely to be oppressive, unfairly discriminatory or unfairly prejudicial to him in that capacity, can apply to the court under Section 184I of the BVI Business Companies Act, inter alia, for an order that his shares be acquired, that he be provided compensation, that the Court regulate the future conduct of the company, or that any decision of the company which contravenes the BVI Business Companies Act or our memorandum and articles of association be set aside.

Derivative actions

Section 184C of the BVI Business Companies Act provides that a shareholder of a company may, with the leave of the Court, bring an action in the name of the company to redress any wrong done to it.

Just and equitable winding up

In addition to the statutory remedies outlined above, shareholders can also petition for the winding up of a company on the grounds that it is just and equitable for the court to so order. Save in exceptional circumstances, this remedy is only available where the company has been operated as a quasi partnership and trust and confidence between the partners has broken down.

Indemnification of directors and executive officers and limitation of liability

British Virgin Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any provision providing indemnification may be held by the British Virgin Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime.

Under our memorandum and articles of association, we indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings for any person who:

- is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was our director; or
- is or was, at our request, serving as a director or officer of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise.

These indemnities only apply if the person acted honestly and in good faith with a view to our best interests and, in the case of criminal proceedings, the person had no reasonable cause to believe that his conduct was unlawful. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Anti-takeover provisions in our memorandum and articles of association

Some provisions of our memorandum and articles of association may discourage, delay or prevent a change in control of our company or management that shareholders may consider favorable, including provisions that provide for a staggered board of directors and prevent shareholders from taking an action by written consent in lieu of a meeting. However, under British Virgin Islands law, our directors may only exercise the rights and powers granted to them under our memorandum and articles of association, as amended and restated from time to time, as they believe in good faith to be in the best interests of our company.

Directors' fiduciary duties

Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a transaction that is material to the company. The duty of loyalty requires that a director act in a manner he reasonably believes to be in the best interests of the corporation. He must not use his corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, a director must prove the procedural fairness of the transaction and that the transaction was of fair value to the corporation.

Under British Virgin Islands law, our directors owe the company certain statutory and fiduciary duties including, among others, a duty to act honestly, in good faith, for a proper purpose and with a view to what the directors believe to be in the best interests of the company. Our directors are also required, when exercising powers or performing duties as a director, to exercise the care, diligence and skill that a reasonable director would exercise in comparable circumstances, taking into account without limitation, the nature of the company, the nature of the decision and the position of the director and the nature of the responsibilities undertaken. In the exercise of their powers, our directors must ensure neither they nor the company acts in a manner which contravenes the BVI Business Companies Act or our memorandum and articles of association, as amended and re-stated from time to time. A shareholder has the right to seek damages for breaches of duties owed to us by our directors.

Shareholder action by written consent

Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. British Virgin Islands law provides that shareholders may approve corporate matters by way of a written resolution without a meeting signed by or on behalf of shareholders sufficient to constitute the requisite majority of shareholders who would have been entitled to vote on such matter at a general meeting; provided that if the consent is less than unanimous, notice must be given to all non-consenting shareholders. Our memorandum and articles of association permit shareholders to act by written consent.

Shareholder proposals

Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings. British Virgin Islands law and our memorandum and articles of association allow our shareholders holding not less than 30% of the votes of the outstanding voting shares to requisition a shareholders' meeting. We are not obliged by law to call shareholders' annual general meetings, but our memorandum and articles of association do permit the directors to call such a meeting. The location of any shareholders' meeting can be determined by the board of directors and can be held anywhere in the world.

Cumulative voting

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. As permitted under British Virgin Islands law, our memorandum and articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of directors

Under the Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our memorandum and articles of association, directors can be removed from office, with cause, by a resolution of shareholders or by a resolution of directors passed at a meeting of directors called for the purpose of removing the director or for purposes including the removal of the director.

Transactions with interested shareholders

The Delaware General Corporation Law contains a business combination statute applicable to Delaware public corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date that such person becomes an interested shareholder. An interested shareholder generally is a person or group who or which owns or owned 15% or more of the target's outstanding voting shares within the past three years. This has the effect of limiting the ability of a potential acquirer to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction which resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware public corporation to negotiate the terms of any acquisition transaction with the target's board of directors. British Virgin Islands law has no comparable statute.

Dissolution; Winding Up

Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board. Under the BVI Business Companies Act and our memorandum and articles of association, we may appoint a voluntary liquidator by a resolution of the shareholders or by resolution of directors.

Variation of rights of shares

Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under our memorandum and articles of association, if at any time our shares are divided into different classes of shares, the rights attached to any class may only be varied, whether or not our company is in liquidation, with the consent in writing of or by a resolution passed at a meeting by the holders of not less than 50 percent of the issued shares in that class.

Amendment of governing documents

Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. As permitted by British Virgin Islands law, our memorandum and articles of association may be amended by a resolution of shareholders and, subject to certain exceptions, by a resolution of directors. Any amendment is effective from the date it is registered at the Registry of Corporate Affairs in the British Virgin Islands.

HOSTING AGREEMENT

This Hosting Agreement is entered into as of the Effective Date by and between 4545 S Mendenhall LLC (“**Service Provider**”) and [Abit USA Inc.] (“**Customer**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Service Provider desires to provide, and Customer desires to procure, certain Hosting and Monitoring services, as defined below, on the terms and conditions set forth herein whereby Customer Equipment shall be installed at Data Center.

WHEREAS, the Parties desire to set forth their respective rights and obligations to one another as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

ARTICLE 1 – INCORPORATION AND DEFINITIONS

1.1 **Incorporation.** The above recitals are incorporated as if fully set forth herein.

1.2 **General Definitions.** As used in this Agreement, the following capitalized terms shall have the following meanings:

- A. **Agreed Miners** means the Bitcoin mining machines set forth in Schedule A.
- B. **Advanced Troubleshooting** consists of one or more of the following:
 - (1) Re-performing one or more Basic Troubleshooting processes;
 - (2) Diagnostic testing, which may include replacement of components for testing purposes only including but not limited to controller cards, power supplies, fans and hash boards; and
 - (3) Sending a Miner for repair and / or replacement as covered under a third-party warranty.
- C. **Affiliate** means, in relation to a body corporate, each of that body’s related bodies corporate.
- D. **Agreement** means this Hosting Agreement, including all documents and schedules attached hereto.
- E. **Applicable Law** means any treaty, law, decree, order, regulation, decision, statute, ordinance, rule, directive, code or other document that has legal force under any system of law, including, without limitation, local law, law of any other state or part thereof or international law, and which creates or purports to create any requirement or rule that may affect, restrict, prohibit or expressly allow the terms of this Agreement or any activity contemplated or carried out under this Agreement.

- F. Basic Troubleshooting consists of one or more of the following:
- (1) Regular walk-throughs and visual inspections of Customer Equipment for alerts;
 - (2) Power cycling;
 - (3) Network scans of Miners;
 - (4) Configuration and / or reconfiguration of Miners;
 - (5) Factory reset of Miners;
 - (6) Firmware updates and / or reprogramming of Miners;
 - (7) Complete power drain (Flea Drain) of Miners and restart;
 - (8) “Soft Reset” of Miners via remote software, such as Foreman or ASIC Application;
 - (9) Changing the power supply source of Customer Equipment with a known, good working source;
 - (10) Changing the network cables for Customer Equipment with a known, good working source;
 - (11) Swapping out with a Miner in a location different from the current failing location;
 - (12) Visual & olfactory inspection of Miners in search of any abnormal or obvious signs of distress; and
 - (13) Replacing hash boards, fans, and other components that do not require soldering work.
- G. **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Memphis, Tennessee, in the United States of America.
- H. **Customer Equipment** means all Miners and any other tangible items provided by Customer to Service Provider for use in connection with cryptocurrency mining at Data Center.

- I. Data Center** means the facility located at 4545 S Mendenhall Road, Memphis, Tennessee 38141.
- J. Desired Hashrate** shall be a value, denominated in terahashes per second (“**TH/s**”), agreed between the Parties by no later than 28 February 2025, which value shall be based on objective recorded data as to the hashrate of installed Miners at Data Center running in an “overclocked” setting available on the Miners’ manufacturer’s stock firmware or another firmware mutually agreed upon by the Parties.
- K. DOA Miners** means any Agreed Miner that is identified, within two (2) months of the Effective Date, as having been fundamentally inoperative upon delivery to Data Center due to an innate defect with the Agreed Miner.
- L. Miners** means the Agreed Miners, as well as any Replacement Miners provided by Customer to Service Provider.
- M. MWs** means megawatt hours.
- N. Off Peak** means all hours of the day that are not On Peak.
- O. On Peak** means the hours for each day from 13:00 to 19:00 for the months of April through October and from 04:00 through 10:00 for all remaining months, excluding days that are Saturdays, Sundays, November 1st and the weekdays that are observed as Federal United States holidays for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect.
- P. Online** means any hour during which at least 95% of the Requisite Miners are able to operate in the Data Center.
- Q. Pool** means the Bitcoin mining pool(s) as elected by Customer.
- R. Replacement Miners** means Bitcoin mining machines of a similar make and model to the Agreed Miners.
- S. Requisite Miners** means [2,125] Miners during Off Peak hours and 0 Miners during On Peak hours. These numbers can be amended by mutual agreement between Service Provider and Customer.
- T. Service Provider Wallet** means such any cryptocurrency wallet as may be designated by Service Provider on or after the Effective Date.

- U. **Supporting Infrastructure** means all infrastructure at Data Center that directly supports Customer Equipment at Data Center, including cooling infrastructure, transformers and containers.
- V. **Switched Off** means taking all necessary measures to safely and securely power down all Customer Equipment as soon as reasonably practicable.
- W. **Switched On** means taking all necessary measures to safely and securely power on all Customer Equipment as soon as reasonably practicable.
- X. **USD** or “\$” or any combination of these shall mean the lawful currency of the United States of America.
- Y. **Utility Providers** means Memphis Light, Gas and Water, and / or the Tennessee Valley Authority.

1.3 Interpretation. In this Agreement, unless otherwise specified:

- A. words importing the singular include the plural and vice versa where the context so requires;
- B. the headings in this Agreement are for convenience only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- C. references to Articles and Schedules are references to the articles and schedules of this Agreement;
- D. each Article of this Agreement contains provisions that are sometimes referred to as Sections of an Article, and, unless context requires otherwise, a general reference to any Article includes the entire Article and a reference to any specific Section(s) of an Article refers only to the identified Section(s) inclusive of any subsections;
- E. references to days, dates and times are to the days, dates and times of the United States of America, unless otherwise indicated; and
- F. any reference to a code, law, statute, statutory provision, statutory instrument, order, regulation or other instrument of similar effect shall include any reenactment or amendment thereof for the time being in force.

ARTICLE 2 – HOSTING AND MONITORING

- 2.1 Acceptance, Effective Date and Start Date. This Agreement may be accepted by Customer and Service Provider only by executing this Agreement in writing. The effective date of this Agreement is the date this Agreement is mutually executed by the Parties (the “**Effective Date**”). Service Provider must provide written notice to Customer by no later than 1 February 2025 (“**Readiness Notice**”) specifying a date that Service Provider will be ready to take delivery of all the Agreed Miners and commence Hosting at Data Center, which date must be no later than 15 February 2025 (“**Start Date**”). Customer has the right to delay the Start Date by up to 15 days due to logistics issues by delivering a notice to Service Provider (“**Extension Notice**”). If Service Provider fails to deliver a Readiness Notice by 1 February 2025, or if Service Provider delivers a Readiness Notice by 1 February 2025 but fails to specify a Start Date no later than 15 February 2025 within that Readiness Notice, then Customer may terminate this Agreement with immediate effect.

- 2.2 Hosting. Service Provider will provide 10 megawatts (10MW) of capacity Off Peak at Data Center for exclusive use by Customer Equipment and Supporting Infrastructure to mine cryptocurrency (“**MW Capacity**”) and, in doing so, will manage Data Center, provide internet access at Data Center and provide all other necessary infrastructure and services at Data Center to enable all Customer Equipment referenced in Schedule A that is installed at Data Center, up to a maximum of 2,125 mining units, to mine cryptocurrency on a reliable ongoing basis during the Term at the Desired Hashrate of the Miners or, with mutual agreement between the Parties, above the Desired Hashrate of the Miners or, where Customer elects, a lower hashrate pursuant to Section 2.7 (“**Hosting**”). In the event the Parties agree to adjust the Miners to operate at an efficiency level above the Desired Hashrate, Service Provider retains the right to return the Miners to their Desired Hashrate settings at its sole discretion, as necessary for the efficient operation of the Data Center. Service Provider will provide Customer full access to Data Center from the Start Date in order for Customer to install the Agreed Miners, and Service Provider will provide Hosting for all such Agreed Miners from the Start Date. Customer will complete installation of the Agreed Miners by no later than the thirtieth (30th) day following the Start Date. Where DOA Miners are identified by Customer or Service Provider, Customer shall arrange to deliver, in their place, Replacement Miners as soon as commercially practicable. Service Provider will install and provide Hosting for any Replacement Miners by no later than the fourteenth (14th) day following their delivery to Data Center.
- 2.3 Delivery of Miners. Customer shall deliver Miners to Data Center as soon as commercially practicable. Customer shall provide Service Provider written notice specifying the date(s) and time(s) of each delivery as well as the number of units to be delivered as part of each delivery as soon as is practicable in advance of each delivery.
- 2.4 Monitoring. In addition to providing Hosting and beginning on the Effective Date, Service Provider will monitor and manage Customer Equipment at Data Center in accordance with the guidelines attached hereto as Schedule B (collectively, “**Monitoring**”). As more fully set forth in Schedule B, Service Provider will monitor Customer Equipment and provide Basic Troubleshooting at no additional cost. If Service Provider determines that Customer Equipment requires Advanced Troubleshooting or repair, it will notify Customer and may provide Advanced Troubleshooting in accordance with Schedule B. In an effort to assist Service Provider with Basic Troubleshooting, Customer commits to the following annual repairs: (a) replacing fans on up to ten percent (10%) of installed and energized Miners, and (b) providing up to one hundred (100) Replacement Miners to account for natural equipment attrition. In the event that, through no fault of either Party, there is higher equipment attrition than anticipated, the Parties may mutually agree to amend the relevant terms of this Agreement to allow Service Provider to reassign unutilized MW Capacity, which terms may include, without limitation, redefining MW Capacity, reducing number of Miners at Data Center and reducing the O&M Reimbursement. At all times, the selection, maintenance, and management of (i) miner management software, (ii) firmware, and (iii) any other ancillary software required to manage Customer Equipment shall be subject to mutual agreement of the Parties. Customer agrees to provide Service Provider with access to monitoring services used by Customer to monitor the performance and output of Customer Equipment, such as a mining pool watching link via Customer’s Foundry account (or similar monitoring service), and agrees to provide Customer with the ability to obtain downloadable reports from such service either directly or upon request made to Customer in writing with reasonable notice.

- 2.5 Access. Customer and Customer's third-party engineering partner may have reasonable access to Customer Equipment within Data Center during normal business hours with advanced notice to Service Provider, provided that all such persons having access agree to Service Provider's standard on-premises waiver. The Parties will use reasonable efforts to facilitate after-hours access in the event of an emergency.
- 2.6 Uptime. Except in the event of routine maintenance or repair, Customer Equipment failure (including the end of Customer Equipment useful life), Mandatory Curtailment, Voluntary Curtailment, or a Force Majeure Event, Service Provider warrants and guarantees that Hosting shall be uninterrupted for ninety-five percent (95%) of the time in accordance with the following formula (the "**Minimum Service Level**", expressed as a percentage): (i) the total number of hours during which the Data Center is Online divided by (ii) the total number of hours available during the same period. For the avoidance of doubt, the total number of hours available shall not include any hours during which the Data Center is offline due to a Force Majeure Event or during a Mandatory Curtailment or Voluntary Curtailment Period. The first 60-day period for purposes of calculating the Minimum Service Level will commence on the day on which Hosting is in effect with respect to all operational Customer Equipment. If Service Provider fails to deliver Hosting at the Minimum Service Level for any consecutive 90-day period, Customer may immediately terminate this Agreement provided that pursuant to the termination rights contained in Section 6.2(C), Customer provides written notice of the breach of the Minimum Service Level to Service Provider within fourteen (14) days after the end of the such 90-day period. If Customer fails to deliver written notice in such time period, Customer shall be deemed to have waived its right terminate under this section. Such termination shall be effective upon written notice to Service Provider, provided in the fourteen-day period, and Service Provider will un-rack the Customer Equipment and make it available for pickup. Customer shall pay storage fees in the event that Customer fails to pick up the Customer Equipment within fourteen (14) days of termination. The rights and remedies of Customer set forth in this paragraph are the sole and exclusive rights of Customer with respect to uptime and the Minimum Service Level.

- 2.7 Mandatory Curtailment. The Parties acknowledge and agree that, from time to time, Service Provider may be required by the Utility Providers to interrupt the provision of power to Data Center. In such circumstances, and only for so long as they exist, Service Provider may interrupt the provision of power in accordance with the requirements of the Utility Providers (a “**Mandatory Curtailment**”) for a period of time as required by the Utility Providers (a “**Mandatory Curtailment Period**”).
- 2.8 Voluntary Curtailment. Service Provider may, with Customer’s written consent, interrupt the provision of power to Data Center (a “**Voluntary Curtailment**”) for a period of time as agreed to by Customer (a “**Voluntary Curtailment Period**”); *provided, however*, that all net profit received or credited to Service Provider from Voluntary Curtailment shall be shared between the Parties (immediately after actual receipt thereof as reflected in invoices) fifty percent (50%) to Service Provider and fifty percent (50%) to Customer.

ARTICLE 3 – PRICE AND PAYMENT

- 3.1 Hosting Fee. The “**Hosting Fee**” for a given period while Hosting is in effect (a “**Hosted Period**”) shall be the Energy Cost (defined herein) plus the O&M Reimbursement (defined herein) plus the Profit Share (defined herein). The “**Energy Cost**” is the cost for actual metered energy used by Customer Equipment during a Hosted Period as reflected in utility invoices and for which purpose Service Provider must independently meter using a Schweitzer Engineering Laboratories (SEL) 651R or similar device. The “**O&M Reimbursement**” is equal to \$4.5 per MWH used, for each month constituting a Hosted Period, based on the MW Capacity stated herein. For example, if Customer Equipment uses 10MW for all of a month’s 610 Off Peak hours, the O&M Reimbursement for that month would be \$4.5/MWH x 10MW x 610h = \$27,450. The “**Profit Share**” for a Hosted Period is the amount equal to twenty five percent (25%) of Net Profit (defined herein) for that Hosted Period. “**Net Profit**” for a Hosted Period is the amount equal to (i) the gross Bitcoin Mining Rewards earned over that Hosted Period, less (ii) any Pool fees applied to those Bitcoin Mining Rewards as recorded by the Pool during that Hosted Period, less (iii) the Energy Cost over that Hosted Period, less (iv) the O&M Reimbursement over that Hosted Period.

Customer acknowledges that the Energy Cost applicable to the Hosting Fee is determined by the Utility Providers and is subject to periodic adjustments outside the control of the Service Provider. Such changes may result from modifications to rate schedules, fuel cost adjustments, or other regulatory or operational adjustments made by the Utility Providers. The Customer agrees to be bound by any future changes to such rates as may be imposed by the Utility Providers during the Term of this Agreement. Customer further acknowledges that it is a sophisticated party that has conducted its own due diligence regarding the terms of this Agreement, including the inherent variability of energy costs and other factors outside the control of the Parties. The Service Provider shall make reasonable efforts to notify the Customer in advance of any rate changes published by the Utility Providers; however, the Service Provider shall not be liable for any delays in communication of such changes caused by the Utility Providers or other third-party factors outside of Service Provider’s control.

- 3.2 Bitcoin Mining Rewards. The “**Bitcoin Mining Rewards**” for a given day, constituting a Hosted Period, is the amount of Bitcoin generated by Customer Equipment installed at Data Center during that day, as recorded by the designated Pool. All Bitcoin Mining Rewards generated by Customer Equipment at Data Center shall be deposited directly into Customer’s wallet and are the sole responsibility of Customer until distributed in accordance with Section 3.3 and Section 3.4. Customer is responsible for managing its wallet and ensuring that all Bitcoin Mining Rewards mined by Customer Equipment at Data Center are properly accounted for until distributed in accordance with Section 3.3 and Section 3.4.
- 3.3 Payment. In consideration of this Agreement, for each day constituting a Hosted Period, Customer shall pay into Service Provider Wallet an estimate of the Hosting Fee calculated for that day, based on forty five percent (45%) of the daily Bitcoin Mining Rewards earned by Customer for that day (“**Agreed Split**”). The dollar value of the Agreed Split, for the purpose of determining the USD amount to be credited toward the Energy Cost and O&M Reimbursement to be paid by Customer, shall be determined, for each transfer, by multiplying: 1) the amount of Bitcoin transferred by Foundry during that transfer by 2) the price of Bitcoin at the exact time of the transfer as published by Coinbase (or another reputable public pricing source mutually agreed upon by the Parties). At any point, Customer and Service Provider may agree in writing to revise the percentage of Bitcoin Mining Rewards constituting the Agreed Split in order to better reflect a share of the daily Bitcoin Mining Rewards that is aligned with covering the daily Hosting Fee as determined by the USD equivalent Bitcoin price and Bitcoin network dynamics.
- 3.4 Invoicing and Reconciliation. At the end of each calendar month, Service Provider must prepare a written report (“**Monthly Reconciliation**”) outlining, in accordance with generally accepted accounting standards as advised by Customer, (i) the Hosting Fee due for that month (the “**Amount Owed**”), and (ii) the total Bitcoin Mining Rewards paid to Service Provider Wallet by Customer during that month (the “**Amount Paid**”). The Monthly Reconciliation must contain all evidence and calculations necessary to justify the Amount Owed and the Amount Paid, and Service Provider must provide Customer with a copy of the Monthly Reconciliation within five (5) Business Days of the end of the month. If the Amount Owed is more than the Amount Paid, Customer shall pay Service Provider the difference between the Amount Owed and the Amount Paid within ten (10) Business Days of receiving notice thereof. If the Amount Paid is more than the Amount Owed, Service Provider shall pay Customer the difference between the Amount Paid and the Amount Owed within ten (10) Business Days of the end of the month. Upon termination or expiration of this Agreement, Service Provider shall issue a final invoice detailing amounts due to or from Customer, which shall be paid within fifteen (15) Business Days after the date of the final invoice. If, at the end of the Term, the sum of all payments made by Customer exceeds amounts due hereunder, Service Provider shall return such overpayments to Customer within fifteen (15) Business Days after the Term. Any amounts due under this Agreement that remain unpaid for ten (10) Business Days or more after such amounts are due shall be payable on demand together with interest computed from the date payment was due at a rate of five percent per annum (5%) or the maximum interest allowable by law, whichever is greater.

- 3.5 Racking, Unracking and PDU Fees. Customer shall pay Service Provider \$10 for each of racking and unracking of each mining unit (“Racking Fee” and “Unracking Fee”, respectively). Customer shall pay Service Provider \$40 per mining unit for the procurement and installation of power distribution units (“PDU Fees”). In lieu of paying PDU Fees, Customer has the option of providing Service Provider with new power distribution units that are compatible with Customer Equipment. Racking Fees, and PDU Fees must be paid within ten (10) Business Days of receiving the invoice.
- 3.6 Ancillary Charges. Unless otherwise agreed by the Parties in writing, Customer is responsible for reasonable costs and expenses associated with Advanced Troubleshooting approved by Customer in writing, as well as all transportation and shipping costs associated with delivery and return of Customer Equipment. Subject to the other Sections of this Agreement, Customer and Service Provider shall reasonably cooperate to arrange for mutually agreeable times and locations for collection and delivery of Customer Equipment.
- 3.7 Taxes. Customer is responsible for all taxes in connection with Customer Equipment and with the mining of cryptocurrency at Data Center, including any taxes that may be assessed in the future. In the event that Service Provider pays or is required to pay any such taxes, Customer hereby agrees to indemnify and fully reimburse Service Provider for all costs and expenses, including attorneys’ fees, reasonably incurred in connection with such taxes, including any amount of taxes paid by Service Provider. For the avoidance of doubt, Customer is not responsible for income or other taxes customarily owed by Service Provider in connection with its business or property.
- 3.8 Deposit. Customer shall pay to Service Provider the sum of \$275,940, intended to cover the proportionate share (based on energy used by Customer Equipment as a proportion of total energy used at Data Center) of any deposit required by the Utility Providers under Service Provider’s power contract for Data Center (the “**Deposit**”). In the event this Agreement is terminated for any reason prior to the expiration of the Term, Service Provider shall credit the full amount of the Deposit to any outstanding fees owed by Customer to Service Provider at the time of termination. In the event the Deposit is greater than any outstanding fees owed to Service Provider by Customer, Service Provider shall refund Customer the remainder of the Deposit amount, after deducting any outstanding fees owed by Customer to Service Provider at the time of termination, in immediately available funds within ten (10) days of the termination of the Agreement.

ARTICLE 4 – DEFAULT

4.1 Events of Default.

- A. The occurrence of any of the following shall constitute an “**Event of Default by Customer**”:
- (1) Customer’s failure to pay any amount when due under Section 3.4;
 - (2) Customer’s failure to remit the daily payment pursuant to Section 3.3 for a period of five (5) consecutive days or for seven (7) total days during a thirty (30) day lookback period;
 - (3) Customer’s breach of any warranty set forth herein;
 - (4) Customer’s material breach of any other provision of this Agreement;
 - (5) Customer’s insolvency, bankruptcy, general assignment for the benefit of Customer’s creditors, liquidation, dissolution, appointment of a receiver or similar arrangement; and
- B. The occurrence of any of the following shall constitute an “**Event of Default by Service Provider**”:
- (1) Service Provider’s failure to ensure that the sum of the Actual Daily Hashrate across a Minimum Uptime Period is equal to or greater than the sum of the Target Daily Hashrate across such Minimum Uptime Period as required pursuant to Section 2.6;
 - (2) Service Provider’s failure to pay any amount when due under this Agreement;
 - (3) Service Provider’s breach of any warranty set forth herein;
 - (4) Service Provider’s material breach of any other provision of this Agreement; and
 - (5) Service Provider’s insolvency, bankruptcy, general assignment for the benefit of Service Provider’s creditors, liquidation, dissolution, appointment of a receiver or similar arrangement.

4.2 Remedies.

- A. Service Provider shall have the following remedies upon an Event of Default by Customer. These remedies are not exclusive and are cumulative in addition to any remedies available to Service Provider until there is no longer an Event of Default by Customer or this Agreement is terminated pursuant to its terms:
- (1) If the Event of Default by Customer is as per Section 4.1(A)(1), provided that Service Provider has provided written notice to Customer of this Event of Default by Customer and the relevant amount due under this Agreement remains unpaid for a period of fifteen (15) Business Days or more following such notice, recover from Customer the relevant overdue amount, plus interest on that amount, computed from the date payment was due until the date payment is made, at a rate of twenty percent (20%) per annum or the maximum interest allowable by law, whichever is lower;

- (2) If the Event of Default by Customer is as per Section 4.1(A)(2), provided that Service Provider has given written notice to Customer of this Event of Default by Customer and the overdue amounts remain unpaid for seven (7) Business Days or more following such notice, Service Provider may direct Customer Equipment to mine cryptocurrency solely for the Service Provider's benefit until Service Provider has recovered such overdue amounts.
- (3) Terminate this Agreement in accordance with Article 6 and, upon termination becoming effective, have the right to recover from Customer:
 - (a) any amounts then overdue, plus interest on such amounts, computed from the date such payments were due until the date such payments are made, at a rate of twenty percent (20%) per annum or the maximum interest allowable by law, whichever is lower;
 - (b) reasonable attorneys' fees and courts costs incurred by Service Provider in connection with enforcing its rights under this Agreement.

B. Customer shall have the following remedies upon an Event of Default by Service Provider. These remedies are not exclusive and are cumulative in addition to any remedies available to Customer until there is no longer an Event of Default by Service Provider or this Agreement is terminated pursuant to its terms:

- (1) If the Event of Default by Service Provider is as per Section 4.1(B)(2), provided that Customer has provided written notice to Service Provider of this Event of Default by Service Provider and the relevant amount due under this Agreement remains unpaid for a period of fifteen (15) days or more following such notice, recover from Service Provider the relevant overdue amount, plus interest on that amount, computed from the date payment was due until the date payment is made, at a rate of twenty percent per annum (20%) or the maximum interest allowable by law, whichever is lower;

- (2) Terminate this Agreement in accordance with Article 6 and, upon termination becoming effective, have the right to recover from Service Provider:
- (a) any amounts then overdue, plus interest on such amounts, computed from the date such payments were due until the date such payments are made, at a rate of twenty percent per annum (20%) or the maximum interest allowable by law, whichever is lower;
 - (b) reasonable attorneys' fees and courts costs incurred by Customer in connection with enforcing its rights under this Agreement.

ARTICLE 5 – WARRANTIES

5.1 Customer's Warranties. Customer represents and warrants as follows to the best of its knowledge:

- A. Customer will undertake commercially reasonable efforts to ensure that the Miners: (a) will be delivered to Service Provider in working condition consistent with the typical functionality and performance of used equipment of their age and type, and free from any known viruses or malware; and (b) will be delivered with the manufacturer's original firmware intact or, if not, that the Miners are capable of being updated with the manufacturer's original firmware. Customer acknowledges that the Service Provider shall have the right to clean the Miners and install the manufacturer's original firmware as necessary to ensure proper functionality. Notwithstanding the foregoing, the Parties acknowledge that Customer and Service Provider may agree, upon mutual consent, to run fleet management and/or aftermarket firmware for purposes of achieving operational efficiency; Customer has, or will have, valid fee title or other good and marketable title, or the contractual right to use the Customer Equipment and that the Customer Equipment does not and shall not be subject to any liens, encumbrances, mortgages, hypothecations, or similar encumbrances;
- B. Customer has the authority to enter into this Agreement and entering into this Agreement and performing hereunder will not breach or violate any other legal obligation of Customer;
- C. Customer does not have actual knowledge of any legal or regulatory requirement that would prohibit its performance hereunder;

- D. Customer is and will remain in compliance with all Applicable Laws, including, but not limited to, the United States Foreign Corrupt Practices Act and anti-money laundering laws, throughout the term of this Agreement; and
- E. The individual identified in the signature block below has the authority to enter into this Agreement on behalf of Customer, including the power and authority to bind Customer to the terms and conditions set forth herein.

5.2 Service Provider's Warranties. Service Provider represents and warrants as follows:

- A. Service Provider has the authority to enter into this Agreement and entering into this Agreement and performing hereunder will not breach or violate any other legal obligation of Service Provider;
- B. The individual identified in the signature block below has the authority to enter into this Agreement on behalf of Service Provider, including the power and authority to bind Service Provider to the terms and conditions set forth herein;
- C. Service Provider does not have actual knowledge of any legal or regulatory requirement that would prohibit its performance hereunder;
- D. Service Provider is and will remain in compliance with all Applicable Laws, including, but not limited to, the United States Foreign Corrupt Practices Act and anti-money laundering laws, throughout the Term of this Agreement; and
- E. Service Provider has the skills and resources to provide the Hosting, Monitoring and other services contemplated in this Agreement in accordance with this Agreement and industry standards.

5.3 Disclaimer. The Parties make no warranties of any kind except those expressly set forth in Section 5.1 and Section 5.2 above. EXCEPT FOR THOSE SET FORTH IN SECTION 5.1 AND SECTION 5.2, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

ARTICLE 6 – TERM AND TERMINATION

6.1 Initial Term. The initial term of this Agreement shall commence upon the Effective Date and continue for a period of two years after the Start Date ("**Initial Term**"), unless this Agreement is otherwise terminated in accordance with this Article.

6.2 Termination. This Agreement may be terminated only in accordance with this Section as follows:

- A. Either party may terminate this Agreement after one year after the Start Date with 60 days advance notice.

- B. Service Provider may terminate this Agreement upon the occurrence of an Event of Default by Customer provided that (i) Service Provider provides Customer written notice of the Event of Default by Customer with sufficient detail to allow the Event of Default by Customer to be cured and (ii) allows Customer at least thirty (30) days from the date of notice to cure the claimed Event of Default by Customer. Termination pursuant to this Section 6.2(B) shall become effective on the thirty-first (31st) day following written notice given in accordance with this Section if the Event of Default by Customer remains uncured.
- C. Customer may terminate this Agreement upon the occurrence of an Event of Default by Service Provider provided that (i) Customer provides Service Provider written notice of the Event of Default by Service Provider with sufficient detail to allow the Event of Default by Service Provider to be cured and (ii) allows Service Provider at least thirty (30) days from the date of notice to cure the claimed Event of Default by Service Provider. Termination pursuant to this Section 6.2(C) shall become effective on the thirty-first (31st) day following written notice given in accordance with this Section if the Event of Default by Service Provider remains uncured. Notwithstanding anything in this Section 6.2(C), if there is an Event of Default by Service Provider as defined in Section 4.1(B)(1), Customer shall have the right to terminate this Agreement immediately upon written notice to Service Provider.
- D. Either Party may terminate this Agreement with immediate effect in the event that one or more Force Majeure Events remain uncured for a period of fifteen (15) days in the aggregate.

6.3 Optional Hosting Suspension. In the event that Net Profit is equal to or less than zero (0) as calculated for a Hosted Period of at least one (1) day (a “**Net Negative Event**”), Customer or Service Provider may, within a period of ten (10) days from a Net Negative Event, provide written notice to the other Party requiring all installed Miners at Data Center be Switched Off until further notice (a “**Suspension Notice**”). Subsequently, Customer may, in its sole discretion, provide written notice to Service Provider requiring that some or all installed Miners at Data Center be Switched On until further notice (a “**Resumption Notice**”). Service Provider shall cause any request in a Suspension Notice or Resumption Notice to be in effect within one (1) Business Day of receiving such notice. During any period where all installed Miners at Data Center have been Switched Off, Customer shall be responsible to pay Service Provider only for the costs outlined in Schedule C. In the event that installed Miners at Data Center remain Switched Off pursuant to one or more Suspension Notices issued under this Section 6.3 for a period of forty-five (45) or more days in the aggregate during the Term, either Party shall have the right to immediately terminate this Agreement upon written notice to the other Party.

- 6.4 Effect of Termination. Upon termination of this Agreement, Service Provider shall have no further obligation to Customer except to un-rack Customer Equipment, make it available for collection at Data Center within fifteen (15) days of termination and notify Customer of its availability for collection at Data Center. Customer shall be responsible to pay an un-racking fee of \$10 per unit and costs for transportation of the Customer Equipment, unless Customer elects to un-rack the Customer Equipment itself, in which case it must do so within fifteen (15) days of termination. Additionally, Customer shall pay storage fees of \$2 per week for each unit of Customer Equipment that remains at Data Center from thirty (30) days of the Customer being notified that such Customer Equipment is available for collection at Data Center.

ARTICLE 7 – CONFIDENTIALITY

- 7.1 Confidential Information. The Parties agree that any non-public technical, business or other information that is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Recipient**”) in connection with this Agreement, Hosting, or Monitoring, whether orally or in writing, whether disclosed before or after the Effective Date, (hereinafter “**Confidential Information**”) is to be treated as confidential and proprietary. Confidential Information shall also include the existence of this Agreement, its terms, and the transactions contemplated herein, any non-public information that is designated by Disclosing Party as confidential, that Recipient understands to be confidential, or that a reasonable person would understand to be confidential. Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include information that (i) is or becomes publicly available without breach of an obligation of confidentiality, (ii) was rightfully in the possession of Recipient prior to disclosure by Disclosing Party, or (iii) is independently developed by Recipient without reliance on or reference to Confidential Information.
- 7.2 Use of Confidential Information. Recipient will not use Confidential Information for any purpose whatsoever, except as necessary to perform its obligations under this Agreement or other business arrangements that may be entered into between the Parties. Recipient shall limit access to Confidential Information to those of its directors, officers, employees, agents, and advisors (“**Representatives**”) who have a need to know such information provided that (i) each such Representative is bound by confidentiality obligations at least as stringent as those set forth herein and (ii) Recipient shall be liable for any act or omission by such Representative that would constitute a breach of this Article as if such act or omission had been caused by Recipient itself.
- 7.3 Permitted Disclosure. Recipient may disclose Confidential Information as required by law or government process (including a subpoena) provided that Recipient (i) provides advanced written notice, unless such notice is expressly prohibited by law, to Disclosing Party prior to disclosure sufficient to allow Disclosing Party to seek protection from or limit such disclosure and (ii) reasonably cooperates with Disclosing Party in minimizing the extent of such disclosure. In any event, Recipient shall disclose only that Confidential Information that is strictly required to be disclosed and such information shall remain protected as Confidential Information in accordance with this Agreement despite any disclosure pursuant to this Section.

- 7.4 Standard of Care. Recipient shall use the same standard of care to protect Confidential Information as it uses to protect its own information of similar nature and importance, and in any event, no less than a reasonable standard of care.
- 7.5 Return or Destruction. Upon termination or expiration of this Agreement or written request by Disclosing Party, Recipient shall return or destroy all Confidential Information in its care, custody, possession or control (including any and all copies thereof) and shall certify its compliance with this Section in writing within seven (7) days of such return or destruction. Notwithstanding the foregoing, Recipient shall not be required to purge its archival electronic systems of Confidential Information provided that such information is not accessible in the normal course of business and remains protected under this Agreement for so long as such information is retained.
- 7.6 Equitable Relief. Recipient acknowledges and agrees that in the event of an actual or threatened breach of this Article, money damages may not be a sufficient remedy and, in any event, would be difficult or impossible to calculate and therefore Disclosing Party may, in addition to any other remedies available to it, whether under law, equity or otherwise, seek injunctive relief without the necessity of posting bond or surety.
- 7.7 Survival. The obligations to protect Confidential Information as set forth in this Article shall remain in place during the term of this Agreement and for a period of three (3) years thereafter or for so long as Recipient retains possession of Confidential Information, whichever is longer, provided that Confidential Information that is a trade secret shall remain protected for so long as such information remains a trade secret.

ARTICLE 8 – INSURANCE

- 8.1 Party's Obligations.
- A. Customer shall, at its own cost and expense, procure and maintain in effect at all times during the Term of this Agreement, insurance policies as customary and available for the Customer Equipment, including, but not limited to, any liability, damage, or losses suffered by Service Provider arising out of or related to the Customer Equipment.
- B. Service Provider shall, at its own cost and expense, procure and maintain in effect at all times during the Term of this Agreement, insurance policies as customary and available for its provision of the Hosting, Monitoring and other services contemplated in this Agreement, and for Data Center, including for liability, damage, or losses suffered by Customer arising out of or related to the provision of the Hosting, Monitoring and other services contemplated in this Agreement, or use of Data Center.

- C. Each Party is responsible for and shall pay all premiums and deductibles associated with the insurance required by this Section 8.1, and upon request and if available, shall provide the other Party with certificates of insurance along with required endorsements and other documentation reasonably necessary to ensure compliance with these insurance requirements. Each Party shall at all times comply with its obligations under the insurance policies and shall cooperate with the insurers and the other Party in the event of an actual or potential claim.
- 8.2 Additional Insured. To the extent permissible by Service Provider's insurer, Customer shall have the option at its expense to cause Service Provider's insurance policies described in Section 8.1(B) to name Customer as an additional insured and, to the maximum extent permitted by law, be endorsed to waive all rights of subrogation against Customer, its Covered Persons, and their insurers. To the extent permissible by Customer's insurer, Service Provider shall have the option at its expense to cause Customer's insurance policies described in Section 8.1(A) to name Service Provider as an additional insured and, to the maximum extent permitted by law, be endorsed to waive all rights of subrogation against Service Provider, its Covered Persons, and their insurers. "**Covered Persons**" includes a Party and its Affiliates, subsidiaries, predecessors, successors, assigns, and each of their respective directors, officers, owners, investors, employees, agents, contractors, and representatives.
- 8.3 Waiver and Release. To the maximum extent permitted by law, Service Provider and Customer hereby waives and releases the other Party's Covered Persons from any and all Claims/Losses to the extent such Claims/Losses are covered by each Party's insurance. "**Claim/Loss**" or "**Claims/Losses**" means all claims and losses of all kinds and descriptions regardless of how such claims and/or losses may be characterized, including, without limitation, claims, causes of action, demands, damages of all kinds and descriptions, liabilities, debts, liens, privileges, and other encumbrances, obligations, judgments, interests, costs, expenses, and awards whether created by law, contract, tort, arbitration, or voluntary settlement, including attorneys' fees and expenses.
- 8.4 No Limitation. Neither Party represents that the types of coverage and limits required by this Article will be adequate to protect the other Party and such coverage and limits shall not be deemed as a limitation on the other Party's liability under other provisions of this Agreement. For the avoidance of doubt, the Parties acknowledge and agree that nothing in this Article is intended to nor should be construed as limiting either Party's obligations set forth in Article 9, which are separate and independent obligations.

ARTICLE 9 – RISK ALLOCATION

- 9.1 Limitation of Liability. To the maximum extent permitted by law, other than as set forth in Section 4.2, in no event shall either Party be liable to the other Party for any loss of use, production, revenue, or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort or otherwise, regardless of whether such damages were foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose; the Parties hereby waive any Claims/Losses with respect to such damages. To the extent permitted by law, the Parties hereby waive any statutory remedies that are inconsistent with this Section.
- 9.2 Mutual Indemnification. Each Party shall defend indemnify and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) the indemnifying Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by the indemnifying Party of any of its representations, warranties, covenants or agreements under this Agreement.
- 9.3 Assumption of Risk. Each Party understands and acknowledges that the business of cryptocurrency mining poses certain risks and that returns are not guaranteed. Customer hereby waives any Claims/Losses for damages to Customer Equipment, unless caused by the intentional, willful, or negligent conduct of Service Provider or its Covered Persons. Any rewards associated with mining activities involving Customer Equipment come directly from the Pool and Service Provider is not responsible for any Pool fees. Customer is solely responsible for such fees and expenses.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Entire Agreement. This Agreement is the entire agreement between the Parties regarding the subject matter hereof and supersedes and replaces any and all prior and contemporaneous agreements, representations, and promises between or among the Parties, whether written or non-written, regarding the subject matter hereof. Neither Party is relying on any statement, representation, warranty, or promise except those expressly set forth in this Agreement. In the event of a conflict or inconsistency between the provisions of the body of this Agreement and any document attached hereto, the provisions of the body of this Agreement shall control.
- 10.2 Choice of Law. This Agreement, including performance hereunder, is governed by and shall be construed in accordance with the laws of the State of Delaware, irrespective of its conflict of laws rules.
- 10.3 Dispute Resolution. Any and all disputes between Service Provider and Customer arising out of or related to (i) this Agreement, including, without limitation, performance, interpretation, termination, (in)validity and/or breach thereof; (ii) Customer Equipment; and/or (iii) Hosting or Monitoring, shall be exclusively resolved in the state or federal courts, as applicable, located in Florida. The Parties each hereby consent to the jurisdiction of such courts and waive any objection to such venue, including any objection based on *forum non conveniens* grounds.

- 10.4 Assignment Prohibited. Service Provider may not assign all or part of its rights and/or obligations hereunder, whether voluntarily, involuntarily, or by operation of law, without Customer's written consent, not to be unreasonably withheld.
- 10.5 Binding Effect. Subject to the restrictions on assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and permitted assigns.
- 10.6 Counterparts. This Agreement may be executed in counterparts, with all counterpart signatures combined constituting a single executed Agreement. Electronic, scanned, faxed, or photocopied signatures shall be treated as original.
- 10.7 Amendment. This Agreement may not be amended or modified except in writing, signed by both Parties. The Parties may execute revised versions of any schedule attached to this Agreement which, if signed by both Parties, shall be deemed an amendment to this Agreement.
- 10.8 Survival. Those obligations that expressly or by their nature survive or extend beyond this Agreement, including any termination or expiration thereof, shall so survive. Such obligations include, without limitation, all payment, indemnity, warranty, confidentiality, insurance, and risk allocation provisions. This Section applies irrespective of which Party terminates this Agreement.
- 10.9 Force Majeure. Neither Party shall be liable for any delay or failure of performance caused by, resulting from, or occasioned by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt notice thereof to the other Party and shall use commercially reasonable efforts to remove or mitigate the effects of the Force Majeure Event. A "**Force Majeure Event**" means any event beyond the reasonable control of Service Provider or Customer, as applicable, which may include, without limitation, acts of Gods, storms, weather, mudslides, earthquakes, avalanches, and other naturally occurring phenomena, war, fire, flood, nation or industry wide strikes, acts of the public enemy, terrorism, zombie apocalypse, insurrections, riots, illness, epidemic, pandemic, problems with the blockchain or network, and laws, rules, or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes performance impossible or impracticable. Notwithstanding the foregoing, a Force Majeure Event does not include events caused by the negligence, intentional, or willful misconduct of a Party. For the avoidance of doubt, Force Majeure Events do not include Voluntary Curtailments.

- 10.10 Mutual Drafting. This Agreement was jointly negotiated and drafted by the Parties. In the event any ambiguities should arise in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either Party solely on account of authorship. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the Parties.
- 10.11 Notice. Whenever a written communication, notice, or confirmation is required or permitted by this Agreement, the same may be made via e-mail to the following addresses and shall be deemed sent on the date sent, unless sender receives indicia of a failure of transmission. Either Party may change the e-mail address for notice by providing written notice of such change in accordance with this Section.

If to Service Provider:

Mikhail Trubchik
Mikhail@allrisecapital.com

Steve Wood
steve.wood@merklestandard.com Aneesh Partap
aneesh@allrisecapital.com
Barry An
barry@allrisecapital.com

If to Customer:

Phil Hicks
phil@abitgrp.com
Forrest Deng
forrest@abitgrp.com
Kia Zhang
k.zhang@abitgrp.com

- 10.12 No waiver. None of the requirements of this Agreement will be considered as waived by either Party unless the same is done in writing duly executed by the waiving Party. Failure by either Party to enforce any rights will not waive those or other rights hereunder.
- 10.13 No Third-Party Beneficiaries. Except for the Covered Persons and only with respect to Articles 8 and 9, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any person or entity other than the Parties hereto and their respective successors and permitted assigns.
- 10.14 Relationship of the Parties. The relationship of the Parties is that of independent contractors. Neither Party is the agent, partner, joint-venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each Party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provision of any employee benefits from the other Party. Neither Party has the power or authority to bind the other.
- 10.15 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable any such term or provision.

[signatures to follow]

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective Date.

Service Provider:
4545 S MENDENHALL LLC

Customer:
ABIT USA INC.

By: /s/ Steven R. Wood

By: /s/ Phil Hicks

Name: Steven R Wood

Name: Phil Hicks

CEO of Merkle Standard,

Title: 4545 Mendenhall’s Member

Title: General Manager - NA

Date: 12 / 20 / 2024

Date: 12/19/2024

Schedule B

Monitoring Guidelines

AMENDMENT #1 TO HOSTING AGREEMENT

This **AMENDMENT #1 TO HOSTING AGREEMENT** (this “Amendment”) is entered into as of February 20, 2025 (the “Amendment Effective Date”) by and between **4545 S Mendenhall LLC** (“Service Provider”) and **Abit USA Inc.** (“Customer”).

WHEREAS, the Parties entered into a Hosting Agreement dated **December 20, 2024** (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to reflect changes in the type and number of hosted units, the hosting fee, the corresponding deposit, and the allocated power capacity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreed Miners and Requisite Miners

Schedule A of the Agreement is hereby amended as follows:

Schedule A

This Schedule A forms part of the Hosting Agreement to which it is attached.

Miners

Type	Quantity*
Bitmain Antminer S19 XP	[[**]]

Customer Information

Customer: Abit USA, Inc.
Customer Contact: Phil Hicks
phil@abitgrp.com

Section 1.2 S. shall be amended as follows:

Requisite Miners means 2,750 Miners during Off Peak hours and 300 Miners during On Peak hours. These numbers can be amended by mutual agreement between Service Provider and Customer.

2. Amendment to Start Date

The Start Date definition in Section 2.1 in the Agreement shall be amended to “no later than 03 April 2025 (unless a later date is agreed to by Customer and Service Provider in email)”. An extension notice may be sent in accordance with section 2.1.

3. Amendment to Section 2.2

Section 2.2 is hereby restated in its entirety as follows:

Hosting. Service Provider will provide 8.25-11.25 megawatts (8.25MW – 11.25MW) of capacity Off Peak and approximately 1.15 megawatts (1.15MW) of capacity On Peak at Data Center for exclusive use by Customer Equipment and Supporting Infrastructure to mine cryptocurrency (“MW Capacity”) and, in doing so, will manage Data Center, provide internet access at Data Center and provide all other necessary infrastructure and services at Data Center to enable all Customer Equipment referenced in Schedule A that is installed at Data Center, up to a maximum of 2,750 mining units, to mine cryptocurrency on a reliable ongoing basis during the Term at the Desired Hashrate of the Miners or, with mutual agreement between the Parties, above the Desired Hashrate of the Miners or, where Customer elects, a lower hashrate pursuant to Section 2.7 (“Hosting”). In the event the Parties agree to adjust the Miners to operate at an efficiency level above the Desired Hashrate, Service Provider retains the right to return the Miners to their Desired Hashrate settings at its sole discretion, as necessary for the efficient operation of the Data Center. In addition, Service Provider shall have discretion to adjust the power usage of the miners by a reasonable amount in the ordinary course of business within a range of 3.0KW to 4.1KW to respond to changes in weather and optimize shared economics based on market conditions. Service Provider will provide Customer full access to Data Center from the Start Date in order for Customer to install the Agreed Miners, and Service Provider will provide Hosting for all such Agreed Miners from the Start Date. Customer will complete installation of the Agreed Miners by no later than the thirtieth (30th) day following the Start Date. Where DOA Miners are identified by Customer or Service Provider, Customer shall arrange to deliver, in their place, Replacement Miners as soon as commercially practicable. Service Provider will install and provide Hosting for any Replacement Miners by no later than the fourteenth (14th) day following their delivery to Data Center.

4. Amendment to Hosting Fee

Section 3.1 of the Agreement is hereby amended to reflect a revised Profit Share agreement. The definition of Profit Share is revised to equal **thirty-three and a half percent (33.5%)** of Net Profit.

5. Amendment to Section 3.5

Section 3.5 is hereby restated in its entirety as follows to remove the concept of PDU Fees:

Racking and Unracking Fees. Customer shall pay Service Provider \$10 for each of racking and unracking of each mining unit (“Racking Fee” and “Unracking Fee”, respectively). Racking and Unracking Fees must be paid within ten (10) Business Days of receiving the invoice.

6. Amendment to Section 3.8

Section 3.8 of the Agreement is hereby restated in its entirety as follows to reflect changes in the deposit amount, timing, and refund mechanisms:

Deposit. Customer shall pay to Service Provider the sum of \$285,600, intended to cover the proportionate share (based on energy used by Customer Equipment as a proportion of total energy used at Data Center) of any deposit required by the Utility Providers under Service Provider’s power contract for Data Center (the “Deposit”). The deposit shall be due ten (10) Business Days after the Start Date. In the event this Agreement is terminated due to Customer’s inability to fulfill its obligations to deliver and install the Miners as outlined in Sections 2.2 and 2.3, Service Provider shall refund seventy-five percent (75%) of the amount of the Deposit back to Customer, while the remaining portion of the Deposit becomes nonrefundable. In the event this Agreement is terminated for any other reason prior to the expiration of the Term, Service Provider shall credit the full amount of the Deposit to any outstanding fees owed by Customer to Service Provider at the time of termination. In the event the Deposit is greater than any outstanding fees owed to Service Provider by Customer, Service Provider shall refund Customer the remainder of the Deposit amount, after deducting any outstanding fees owed by Customer to Service Provider at the time of termination, in immediately available funds within ten (10) days of the termination of the Agreement.

7. Amendment to Schedule C

The section on O&M Reimbursement in Schedule C is hereby restated as follows to maintain consistency with the change in Profit Share:

O&M Reimbursement: 66.5% of O&M Reimbursement will be effectively borne by Customer, the amount of which is defined in Section 3.1.

8. No Other Amendments

Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern.

9. Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Electronic signatures shall be deemed valid and enforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

Service Provider:

4545 S Mendenhall LLC

By: _____
Name: Aneesh Partap
Title: Interim CEO of Merkle Standard, 4545 S Mendenhall LLC’s Member
Date: 03/05/2025

Customer:

Abit USA Inc.

By: _____
Name: Phil Hicks
Title: General Manager –
Date: 05/03/2025

SUBSIDIARIES OF THE REGISTRANT

Subsidiary	Jurisdiction of incorporation
Abit Hong Kong Limited	Hong Kong SAR, People’s Republic of China
Abit USA, Inc.	Delaware
Beijing Bitmatrix Technology Co. Ltd.	People’s Republic of China
Abits Inc.	Delaware

ABITS GROUP INC
(the “Company”)

INSIDER TRADING POLICY

APPLICABILITY OF POLICY

This Policy applies to all transactions in the Company’s securities, including ordinary shares, preferred shares, options and warrants to purchase ordinary shares or preferred shares, and any other securities the Company may issue from time to time, such as convertible securities and derivative securities relating to the Company’s shares, whether issued by the Company, such as exchange-traded options. It applies to all officers and directors of the Company, all other employees and major shareholders of the Company or subsidiaries of the Company (collectively referred to as the “**Company**”), and consultants, accountants and advisors to the Company who have or may have access to Material Nonpublic Information (as defined below) regarding the Company, and members of the immediate family or household of any such person. This group of people is sometimes referred to in this Policy as “**Insiders**.” This Policy also applies to any person who receives Material Nonpublic Information from any Insider.

Any person who possesses Material Nonpublic Information regarding the Company is an Insider for so long as such information is not publicly known.

STATEMENT OF POLICY

General Policy

It is the policy of the Company to prohibit the unauthorized disclosure of any nonpublic information acquired in the workplace and the misuse of Material Nonpublic Information in securities trading related to the Company or any other company.

Specific Policies

1. Trading on Material Nonpublic Information. With certain exceptions, no Insider shall engage in any transaction involving a purchase or sale of the Company’s securities, including any offer to purchase or offer to sell, during any period commencing with the date that he or she possesses Material Nonpublic Information concerning the Company, and ending at the close of business on the second Trading Day (as defined below) following the date of public disclosure of that information, or at such time as such nonpublic information is no longer material. However, see “Permitted Trading Period” below for a full discussion of trading pursuant to a Pre-Established Plan or by delegation.

As used herein, the term “Trading Day” shall mean a day on which national stock exchanges are open for trading.

2. Tipping. No Insider shall disclose (“**tip**”) Material Nonpublic Information to any other person (including family members) where such information may be used by such person to his or her profit by trading in the securities of companies to which such information relates, nor shall such Insider or related person make recommendations or express opinions on the basis of Material Nonpublic Information as to trading in the Company’s securities.

Regulation FD (Fair Disclosure) (“**Disclosure Regulation**”) is an issuer disclosure rule implemented by the SEC that addresses selective disclosure. The Disclosure Regulation provides that when the Company, or person acting on its behalf, discloses Material Nonpublic Information to certain enumerated persons (in general, securities market professionals and holders of the Company’s securities who may well trade on the basis of the information), it must make public disclosure of that information. The timing of the required public disclosure depends on whether the selective disclosure was intentional or unintentional; for an intentional selective disclosure, the Company must make public disclosures simultaneously; for a non-intentional disclosure, the Company must make public disclosure promptly. Under the Disclosure Regulation, the required public disclosure may be made by filing or furnishing a Form 6-K, or by another method or combination of methods that is reasonably designed to effect broad, non-exclusionary distribution of the information to the public.

It is the policy of the Company that all public communications of the Company (including, without limitation, communications with the press, other public statements, statements made via the Internet or social media outlets, or communications with any regulatory authority) be handled only through our chief executive officer (“**CEO**”), “”, an authorized designee of the CEO, or the Company’s public relations firm. Please refer all press, analyst or similar requests for information to the Company’s CEO and do not respond to any inquiries without prior authorization from the Company’s CEO. If the Company’s CEO is unavailable, the Company’s chief financial officer (“**CFO**”) will fill this role.

3. Confidentiality of Nonpublic Information. Nonpublic information relating to the Company is the property of the Company and the unauthorized disclosure of such information (including, without limitation, via email or by posting on Internet message boards or blogs, anonymously or otherwise) is strictly forbidden.

4. Duty to Report Inappropriate and Irregular Conduct. All employees, and particularly executives, managers and/or supervisors, have a responsibility for maintaining financial integrity within the Company, and being consistent with generally accepted accounting principles and both federal, state and other applicable securities laws. Any employee who becomes aware of any incidents involving financial or accounting manipulation or irregularities, whether by witnessing the incident or being told of it, must report it to their immediate supervisor and to any member of the Audit Committee of the Board of Directors of the Company. For a more complete understanding of this issue, employees should consult their employee manual and/or seek the advice of the Company’s Insider Trading Compliance Officer (the “**Compliance Officer**”) or U.S. securities counsel.

POTENTIAL CRIMINAL AND CIVIL LIABILITY AND/OR DISCIPLINARY ACTION

Penalties for trading on or communicating Material Nonpublic information can be severe, both for individuals involved in such unlawful conduct and their employers and supervisors, and may include prison terms, criminal fines, civil penalties and civil enforcement injunctions. Given the severity of the potential penalties, compliance with this Policy is absolutely mandatory.

1. Liability for Insider Trading. An Insider who violates insider trading laws by engaging in transactions in securities when such person has Material Nonpublic Information can be sentenced to a prison term up to 20 years and be subject to a criminal penalty of up to \$5 million for individuals (and \$25 million for a business entity), regardless of whether such transactions were profitable. In addition, the SEC has the authority to seek a civil monetary penalty of up to three times the amount of profit gained or loss avoided by illegal insider trading. “Profit gained” or “loss avoided” generally means the difference between the purchase or sale price of the Company’s shares and its value as measured by the trading price of the shares a reasonable period after public dissemination of the nonpublic information.

2. Liability for Tipping. Insiders may also be liable for improper transactions by any person (commonly referred to as a “**tippee**”) to whom they have disclosed Material Nonpublic Information regarding the Company or to whom they have made recommendations or expressed opinions on the basis of such information as to trading in the Company’s securities. The SEC has imposed large penalties even when the disclosing person did not profit from the trading. The SEC, U.S. stock exchanges and the Financial Industry Regulatory Authority, Inc. use sophisticated electronic surveillance techniques to monitor and uncover insider trading.

3. Possible Disciplinary Actions. Individuals subject to the Policy who violate this Policy shall also be subject to disciplinary action by the Company, which may include suspension, forfeiture of perquisites and ineligibility for future participation in the Company’s equity incentive plans and/or termination of employment.

CERTAIN EXCEPTIONS

For purposes of this Policy, the Company considers that the exercise of stock options under any stock option plans of the Company (but not the sale of the underlying shares) is exempt from this Policy, since the other party to the transaction involving only the Company itself and the price does not vary with the market but is fixed by the terms of the option agreement or the plan.

PERMITTED TRADING PERIOD

1. Black-Out Period and Trading Window.

To ensure compliance with this Policy and applicable U.S. federal and state securities laws, the Company requires that all officers, directors, employees, all members of the immediate family or household of any such person, and all other Insiders who are subject to this Policy refrain from conducting any transactions involving the purchase or sale of the Company’s securities, other than during the period in any fiscal quarter commencing at the close of business on the second Trading Day following the date of public disclosure of the financial results for the prior fiscal quarter or year and ending at the close of the market on the date two weeks before the end of the fiscal quarter (the “**Trading Window**”).

If such public disclosure occurs on a Trading Day before the markets close, then such date of disclosure shall be considered the first Trading Day following such public disclosure. The actual Trading Window may vary for different periods because a periodic report of the Company may be filed earlier or later than the prescribed due date. Please seek guidance from the Compliance Officer and confirm whether the Trading Window is open at a specific time.

It is the Company’s policy that the period when the Trading Window is “closed” is a particularly sensitive period of time for transactions in the Company’s securities from the perspective of compliance with applicable securities laws. This is because Insiders are, as any quarter progresses, increasingly likely to possess Material Nonpublic Information about the expected financial results for the quarter. The purpose of the Trading Window is to avoid any unlawful or improper transactions or even the appearance of any such transactions.

It should be noted that even during the Trading Window any person possessing Material Nonpublic Information concerning the Company shall not engage in any transactions involving the Company's (or any other companies') securities until such information has been known publicly for at least two Trading Days. The Company has adopted the policy of delaying trading for "at least two Trading Days" because the securities laws require that the public be informed effectively of previously undisclosed material information before Insiders trade in the Company's securities. Public disclosure may occur through a widely disseminated press release or through filings, such as Form 6-K, with the SEC. Furthermore, in order for the public to be effectively informed, the public must be given time to evaluate the information disclosed by the Company. Although the amount of time necessary for the public to evaluate the information may vary depending on the complexity of the information, the Company considers generally two Trading Days is sufficient.

From time to time, the Company may also require that Insiders suspend trading because of developments known to the Company and not yet disclosed to the public. In such event, such persons may not engage in any transaction involving the purchase or sale of the Company's securities during such period and may not disclose to others the fact of such suspension of trading.

Although the Company may from time to time require during a Trading Window that Insiders suspend trading because of developments known to the Company and not yet disclosed to the public, *each person is individually responsible at all times for compliance with the prohibitions against insider trading. Trading in the Company's securities during the Trading Window should not be considered a "safe harbor," and all directors, officers and other persons should use good judgment at all times.*

Notwithstanding these general rules, Insiders may trade outside of the Trading Window provided that such trades are made pursuant to a legally compliant, Pre-Established Plan or by delegation established at a time that the Insider is not in possession of material nonpublic information. These alternatives are discussed in the next section.

2. Trading According to a Pre-Established Plan or by Delegation.

Trading which is not "on the basis of" Material Nonpublic Information may not give rise to insider trading liability. The SEC has adopted Rule 10b5-1 under which insider trading liability can be avoided if Insiders follow very specific procedures. In general, such procedures involve trading according to pre-established instructions, plans or programs, or a 10b5-1 Plan, after a required "cooling off" period described below (a "**Pre-Established Plan**").

Pre-Established Plans must:

(a) Be documented by a contract, written plan, or formal instruction which provides that the trade take place in the future. For example, an Insider can contract to sell his or her shares on a specific date, or simply delegate such decisions to an investment manager, 401(k) (or other retirement) plan administrator or a similar third party. This documentation must be provided to the Company's Compliance Officer;

(b) Include in its documentation the specific amount, price and timing of the trade, or the formula for determining the amount, price and timing. For example, the Insider can buy or sell shares in a specific amount and on a specific date each month, or according to a pre-established percentage (of the Insider's salary, for example) each time that the share price falls or rises to pre-established levels. In the case where trading decisions have been delegated (i.e., to a third party broker or money manager), the specific amount, price and timing need not be provided;

(c) Be implemented at a time when the Insider does not possess Material Nonpublic Information. As a practical matter, this means that the Insider may set up Pre-Established Plans, or delegate trading discretion, only during a "Trading Window" (discussed in Section 1, above);

(d) Remain beyond the scope of the Insider's influence after implementation. In general, the Insider must allow the Pre-Established Plan to be executed without changes to the accompanying instructions, and the Insider cannot later execute a hedge transaction that modifies the effect of the Pre-Established Plan. Insiders should be aware that the termination or modification of a Pre-Established Plan after trades have been undertaken under such plan could negate the 10b5-1 affirmative defense afforded by such program for all such prior trades. As such, termination or modification of a Pre-Established Plan should only be undertaken in consultation with the Insider's legal counsel. An Insider wishing to change the amount, price or timing of a Pre-Established Trade, or terminate a Pre-Established Trade, can do so only during a "Trading Window" (discussed above). If the Insider has delegated decision-making authority to a third party, the Insider cannot subsequently influence the third party in any way and such third party must not possess material nonpublic information at the time of any of the trades;

(e) Be subject to a "cooling off" period. Rule 10b5-1 contains "cooling-off period" for directors and officers that prohibit such insiders from trading in a Pre-Established Plan until the later of (i) 90 days following the plan's adoption or modification or (ii) two business days following the Company's disclosure (via a report filed with the SEC) of its financial results for the fiscal quarter in which the plan was adopted or modified;

(f) Contain Insider certifications. Directors and officers are required to include a certification in their Pre-Established Plans to certify that at the time the plan is adopted or modified: (i) they are not aware of Material Nonpublic Information about the Company or its securities, and (ii) they are adopting the Pre-Established Plan in good faith and not as part of a plan or scheme to evade the anti-fraud provisions of the Exchange Act.

Pre-Approval Required. Prior to implementing a Pre-Established Plan for trading, all officers and directors must receive the approval for such plan from (and provide the details of the plan to) the Compliance Officer.

3. Pre-Clearance of Trades.

Even during a Trading Window, all officers, directors, employees, as well as members of the immediate family or household of such individuals, must comply with the Company's "pre-clearance" process prior to trading in the Company's securities, implementing a Pre-Established Plan for trading, or delegating decision-making authority over the Insider's trades. To do so, each officer and director must contact the Compliance Officer prior to initiating any of these actions. Trades executed pursuant to a properly implemented Pre-Established Plan approved by the Compliance Officer do not need to be pre-cleared. The Company may also find it necessary, from time to time, to require compliance with the pre-clearance process from certain individuals other than those mentioned above.

4. Individual Responsibility.

As Insiders, every person subject to this Policy has the individual responsibility to comply with this Policy against insider trading, regardless of whether the Company has established a Trading Window applicable to that Insider or any other Insiders of the Company. Each individual, and not necessarily the Company, is responsible for his or her own actions and will be individually responsible for the consequences of their actions. Therefore, appropriate judgment, diligence and caution should be exercised in connection with any trade in the Company's securities. An Insider may, from time to time, have to forego a proposed transaction in the Company's securities even if he or she planned to make the transaction before learning of the Material Nonpublic Information and even though the Insider believes he or she may suffer an economic loss or forego anticipated profit by waiting.

5. Exceptions to the Policy.

Any exceptions to this Policy may only be made by advance written approval of each of: (i) the CEO, (ii) the Compliance Officer, and (iii) the Chairperson of the Audit Committee. Any such exceptions shall be immediately reported to the remaining members of the Board.

APPLICABILITY OF POLICY TO INSIDE INFORMATION REGARDING OTHER COMPANIES

This Policy and the guidelines described herein also apply to Material Nonpublic Information relating to other companies, including the Company's customers, vendors or suppliers or potential acquisition targets (collectively, "**business partners**"), when that information is obtained in the course of employment or performance of other services on behalf of the Company. Civil and criminal penalties, as well as the termination of employment, may result from trading on inside information regarding the Company's business partners. All employees should treat Material Nonpublic Information about the Company's business partners with the same care as is required with respect to the information relating directly to the Company.

DEFINITION OF MATERIAL NONPUBLIC INFORMATION

It is not possible to define all categories of material information. However, information should be regarded as "material" if there is a reasonable likelihood that it would be considered important to an investor in making an investment decision regarding the purchase or sale of the Company's securities. Material information may be positive or negative. "Nonpublic Information" is information that has not been previously disclosed to the general public and is otherwise not available to the general public.

While it may be difficult to determine whether any particular information is material, there are various categories of information that are particularly sensitive and, as a general rule, should always be considered material. Examples of such information may include:

- Financial results;
 - Entry into a material agreement or discussions regarding entry into a material agreement;
 - Projections of future earnings or losses;
 - Major contract awards, cancellations or write-offs;
 - Joint ventures, strategic alliances or other significant or commercial ventures with third parties;
 - News of a pending or proposed merger or acquisition;
 - News of the disposition of material assets;
 - Impending bankruptcy or financial liquidity problems;
 - Gain or loss of a significant line of credit;
 - Significant breach of a material agreement;
-

- New business or services announcements of a significant nature;
- Intellectual property, research milestones, and other proprietary or scientific information
- Stock splits;
- Information relating to the Company's stock exchange listing or SEC regulatory issues;
- New equity or debt offerings;
- Significant litigation exposure due to actual or threatened litigation;
- Changes in senior management or the Board of Directors of the Company;
- Capital investment plans; and
- Changes in dividend policy.

All of the foregoing categories of information and any similar information should be considered "Material Nonpublic Information" for purposes of this Policy. **If there are any questions regarding whether a particular item of information is Material Nonpublic Information, please consult the Compliance Officer or the Company's legal counsel before taking any action with respect to such information.**

INQUIRIES

Please direct your questions as to any of the matters discussed in this Policy to the Company's Compliance Officer.

CERTIFICATION

I, Deng Conglin, certify that:

1. I have reviewed this annual report on Form 20-F of Abits Group Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) 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 company 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 company, 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 company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company'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 company'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 company's internal control over financial reporting.

Date: April 30, 2025

By: /s/ Deng Conglin

Name: Deng Conglin

Title: Chief Executive Officer

CERTIFICATION

I, Tan Wanhong, certify that:

1. I have reviewed this annual report on Form 20-F of Abits Group Inc
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) 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 company 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 company, 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 company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company'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 company'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 company's internal control over financial reporting.

Date: April 30, 2025

By: /s/ Tan Wanhong

Name: Tan Wanhong

Title: Chief Financial Officer

CERTIFICATION

In connection with the Annual Report of Abits Group Inc (the “Company”) on Form 20-F for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Deng Conglin, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

By: /s/ Deng Conglin

Name: Deng Conglin

Title: Chief Executive Officer

CERTIFICATION

In connection with the Annual Report of Abits Group Inc (the “Company”) on Form 20-F for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Tan Wanhong, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted 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; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

By: /s/ Tan Wanhong

Name: Tan Wanhong

Title: Chief Financial Officer

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement on Form F-3 (File No. 333-284387) of our report dated April 30, 2025, relating to the consolidated financial statements of ABITS Group Inc and subsidiaries, which appears in this Annual Report on Form 20-F. Our report contains an explanatory paragraph regarding the Company's retrospective change of its accounting for digital assets.

We also consent to the reference to us under the heading "Expert" in such Registration Statements.

Very truly yours,

/s/ AUDIT ALLIANCE LLP

Singapore
April 30, 2025
