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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 7, 2026**

USBC, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-37479**	**90-0273142**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

300 E 2nd Street, 15th Floor, Reno, NV	**89501**
(Address of principal executive offices)	(Zip Code)

775-239-7673

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

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

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001	USBC	NYSE American LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging Growth Company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth in Item 2.03 under "Second Addendum to Master Loan Agreement" of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Second Addendum to Master Loan Agreement

On October 12, 2026, USBC, Inc. (the "Company") entered into a Second Addendum to Master Loan Agreement (the "Second Addendum") with Payward Interactive, Inc. (the "Lender"), amending its previously disclosed Master Loan Agreement dated March 18, 2026 (the "MLA").

The Second Addendum increases the aggregate borrowing commitment under the MLA from $25.0 million to $40.0 million, subject to the terms and conditions of the MLA and the execution of individual loan term sheets. As of the effective date of the Second Addendum, the aggregate principal amount outstanding under the MLA was $21.0 million. As a result of the Second Addendum, an aggregate of $19.0 million remains available for borrowing, subject to applicable borrowing conditions and collateral requirements.

The Second Addendum replaces the previous addendum to the MLA in its entirety, without affecting the existing outstanding borrowings, which remain subject to their respective terms and conditions.

Borrowings under the MLA are secured by Bitcoin collateral held in custody with an affiliate of the Lender, Payward Financial, Inc., and remain subject to collateral maintenance requirements, including specified margin requirements and liquidation rights in the event of a collateral shortfall.

The foregoing description of the Second Addendum does not purport to be complete and is qualified in its entirety by reference to the full text of the Second Addendum, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Amendment to Account Control Agreement

In connection with the Second Addendum, on October 12, 2026, the Company also amended its existing account control agreement governing the Bitcoin collateral securing borrowings under the MLA (the "ACA Amendment").

The ACA Amendment expands the Company's existing collateral arrangement to provide for cross-collateralization of obligations under the MLA and certain digital asset derivative transactions. Under the amended collateral arrangements, Bitcoin collateral securing borrowings under the MLA may also secure obligations arising from such digital asset derivative transactions, and collateral posted in connection with such digital asset derivative transactions may also secure obligations under the MLA. Upon the occurrence of specified events of default, collateral may be applied to satisfy obligations under the applicable agreements in accordance with their terms.

Item 8.01. Other Events.

On October 7, 2026, the Board of Directors of the Company approved December 17, 2026, as the date of the Company's 2026 Annual Meeting of Stockholders (the "Annual Meeting"), which will be held virtually. The Board established October 26, 2026, as the record date for determining stockholders entitled to notice of and to vote at the Annual Meeting. As the date of the Annual Meeting is being delayed by more than 30 days from the anniversary date of the Company's 2025 annual meeting of stockholders, in accordance with Rule 14a-5(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Company is informing its stockholders of such change.

The deadlines for submitting stockholder proposals under Rule 14a-8 under the Exchange Act ("Rule 14a-8"), as well as the deadlines for submitting director nominations or other proposals outside of Rule 14a-8, pursuant to Rule 14a-19 of the Exchange Act ("Rule 14a-19") and the Company's Second Amended and Restated Bylaws (as amended, the "Bylaws"), as set forth in the Company's proxy statement for the 2025 annual meeting of stockholders, filed with the Securities and Exchange Commission (the "SEC") on August 26, 2025, no longer apply. Stockholders who wish to nominate a director candidate for election at the Annual Meeting, including under Rule 14a-19, must deliver notice to the Company's Secretary no later than October 23, 2026, and must otherwise comply with the Company's Bylaws. Stockholder proposals submitted under Rule 14a-8 under the Exchange Act must be received by the Company no later than October 23, 2026, which the Company has determined to be a reasonable time before it expects to begin printing and distributing its proxy materials for the Annual Meeting.

In accordance with the Bylaws, if a stockholder wishes to make a nomination for director, or wishes to introduce any business at the Annual Meeting, such stockholder must give the Company advance notice in accordance with the Company's Bylaws. To be timely, the Company must receive such notice for its Annual Meeting no later than October 23, 2026.

All proposals, nominations, and/or notices must be delivered to the Company in compliance with all applicable SEC rules and regulations and the Bylaws.

Additional information regarding the Annual Meeting, including instructions for participation and voting, will be provided in the Company's definitive proxy statement to be filed with the Securities and Exchange Commission.

Forward-Looking Statements

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include, but are not limited to, statements regarding the Company's ongoing product development activities, the testing and progression of its tokenized deposit product offering, the anticipated timing and execution of future development phases, the potential launch of a retail product, the Company's engagement with third-party partners and vendors, including affiliated service providers, expected future expenditures and reimbursements in connection with such activities, future borrowings and the availability and use of proceeds under the Company's financing arrangements, and the Company's ability to maintain sufficient collateral coverage under its Bitcoin-backed credit facility and related cross-collateral arrangements. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties, which may cause actual results to differ materially from those expressed or implied in such statements. These risks and uncertainties include, but are not limited to, regulatory approvals, market adoption, technological developments, volatility in digital asset markets, the Company's liquidity and financing needs and its ability to obtain and repay borrowings, collateral calls, mandatory repayments or liquidation events under the Master Loan Agreement, the potential application or liquidation of Bitcoin collateral to satisfy obligations under the Company's cross-collateral arrangements, and other risks and uncertainties more fully detailed in the section captioned "Risk Factors" in the Company's most recent Annual Report on Form 10-K for the transition period ended December 31, 2025, Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2026 and June 30, 2026, Current Reports on Form 8-K, and other reports filed with the SEC from time to time. As a result of these matters, changes in facts, assumptions not being realized, or other circumstances, the Company's actual results may differ materially from those expressed or implied in such statements. Forward-looking statements contained in this Current Report are only made as of this date, and the Company undertakes no duty to update such information after the date of this Current Report except as required under applicable law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Second Addendum to Master Loan Agreement, dated October 12, 2026, by and between USBC, Inc. and Payward Interactive, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

USBC, INC.

Date: October 14, 2026

By: /s/ Daniel J. Beck

Name: Daniel J. Beck

Title: Chief Financial Officer

SECOND ADDENDUM TO MASTER LOAN AGREEMENT

This Second Addendum to Master Loan Agreement (this "**Addendum**") is made effective as of October 12, 2026 (the "**Effective Date**"), by and between Payward Interactive, Inc. ("**Lender**") and USBC, Inc. ("**Borrower**"). Capitalized terms used but not defined in this Addendum have the meanings given to them in the MLA (as defined herein).

RECITALS

WHEREAS, Lender and Borrower are parties to that certain Master Loan Agreement, dated as of March 18, 2026 (as amended, restated, supplemented or otherwise modified from time to time, the "**MLA**"), pursuant to which Lender will loan certain Fiat Currency or Digital Currency to Borrower for Borrower's use, and Borrower will pay a Loan Fee as provided in the applicable Loan Term Sheet and return such Fiat Currency or Digital Currency to Lender upon the termination of the Loan or upon such earlier date in accordance with the terms and conditions of the MLA;

WHEREAS, Lender and Borrower previously entered into that certain Addendum to Master Loan Agreement, made effective as of March 18, 2026 (the "**First Addendum**"), pursuant to which Lender agreed to extend one or more Loans to Borrower with an aggregate Total Loan Balance of up to $25,000,000; and

WHEREAS, Lender and Borrower have agreed to amend the terms of the MLA, and to replace the First Addendum in its entirety, as set forth herein, including to increase the aggregate Total Loan Balance available under the Commitment (as defined below) to $40,000,000.

NOW, THEREFORE, Lender and Borrower mutually desire to amend the MLA and to replace the First Addendum, and are entering into this Addendum to set forth their entire understanding and agreement with respect thereto.

AGREEMENT

In consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound agree as follows:

1. Amendment to the MLA. Notwithstanding Section II(a) of the MLA, Lender hereby agrees that it shall, following Borrower request, extend one or more Loans to Borrower with an aggregate Total Loan Balance of up to $40,000,000, subject at all times to the relevant terms and conditions of the MLA and provided no default or Event of Default under the MLA shall have occurred and be continuing at the time of such request or extension or would occur as a result of the provision of the Loan as requested in the applicable Loan Term Sheet (the "**Commitment**"). The availability of the Commitment will expire and be of no further force or effect on the date that is twelve (12) months from the Effective Date. The Parties hereby acknowledge and agree that, as of the date of this Addendum, Lender has previously advanced, and there remains outstanding, an aggregate principal amount of Twenty-One Million United States Dollars ($21,000,000) in Loans to Borrower under the MLA (the "**Prior Advances**") pursuant to a Loan Term Sheet, dated as of September 11, 2026 (the "**Existing Loan Term Sheet**"), by and between Lender and Borrower. The Prior Advances shall count in full against the Commitment, such that the remaining availability under the Commitment as of the date hereof is Nineteen Million United States Dollars ($19,000,000), subject to reduction by the amount of any further Loans advanced hereafter. For the avoidance of doubt, Loans advanced under any Loan Term Sheet entered into prior to the Existing Loan Term Sheet (including the Loan Term Sheet dated as of March 20, 2026 and the Loan Term Sheet dated as of July 28, 2026) that have been terminated, repaid or refinanced, including by way of the Existing Loan Term Sheet, shall not count against the Commitment except to the extent included in the Prior Advances. The type and amount of Fiat Currency or Digital Currency to be advanced in connection with each Loan shall be determined by the Parties on a loan-by-loan basis and memorialized in the applicable Loan Term Sheet in accordance with the MLA. The aggregate U.S. Dollar equivalent value of all cumulative advances shall be determined by Lender using the applicable Market Spot Rate as of each Loan Effective

Date for purposes of calculating utilization of the Commitment. Borrower shall pay to Lender a commitment fee (the "**Commitment Fee**") which shall accrue at a rate per annum of 1.0% on the average daily U.S. Dollar balance of the unused Commitment, calculated daily. The Commitment Fee shall accrue daily beginning on the date hereof, and shall be payable monthly on each Payment Due Date; provided, however, Lender shall be permitted, in its sole discretion, to waive the Commitment Fee for the duration of the Term by delivery of written notice to Borrower.

2. Replacement of First Addendum. Effective as of the Effective Date, this Addendum replaces and supersedes the First Addendum in its entirety; provided, however, that (a) such replacement shall not constitute a novation of, or a repayment or discharge of any obligations under, the First Addendum, the MLA or any Loan Term Sheet, (b) any Commitment Fee accrued under the First Addendum prior to the Effective Date and not yet paid shall remain outstanding and be payable on the next Payment Due Date, and (c) the Existing Loan Term Sheet and the Loans outstanding thereunder shall remain in full force and effect in accordance with their terms.

3. Conflicts. In the event of any conflict or inconsistency between this Addendum and the MLA, this Addendum shall govern and control.

4. Counterparts. This Addendum may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.

5. Entire Agreement; Restatement. This Addendum constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (including the First Addendum, except as otherwise provided herein) with respect thereto. Except for any amendment to the MLA explicitly made pursuant to this Addendum, all terms and conditions of the MLA will continue in full force and effect in accordance with its provisions on the date of this Addendum. References to the MLA will be to the MLA, as amended by this Addendum, and references in any Loan Document to the First Addendum shall be deemed to be references to this Addendum.

6. Governing Law. This Addendum shall be governed by, and construed in accordance with, the laws of the State of Wyoming, without giving effect to any choice of law or conflict of law rules or provisions. This Addendum may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. This Addendum shall constitute a Loan Document, is entitled to the benefits of Loan Documents, and is subject to certain provisions of the MLA, including Section XXV (Governing Law; Dispute Resolution), Section XXI (Severability of Provisions), Section XXIII (Counterpart Execution), and Section XXVI (Indemnification) thereof, which are incorporated herein mutatis mutandis.

[Signatures on Next Page]

IN WITNESS WHEREOF, Lender and Borrower have executed this Addendum on the day and year first above written.

PAYWARD INTERACTIVE, INC., as Lender

By: */s/* Cynthia Del Pozo

Name: Cynthia Del Pozo

Title: CEO and President

Date: October 12, 2026

USBC, INC., as Borrower

By: */s/* Dan Beck

Name: Dan Beck

Title: CFO

Date: October 12, 2026