
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

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

For the period ended March 31, 2026

or

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

For the transition period from _____ to _____

Commission File Number: 001-40206

XBP Global Holdings, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State of or other Jurisdiction
Incorporation or Organization)

85-2002883
(I.R.S. Employer
Identification No.)

6641 N. Belt Line Road, Suite 100
Irving, Texas
(Address of Principal Executive Offices)

75063
(Zip Code)

Registrant's Telephone Number, Including Area Code: **(844) 935-2832**

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

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common stock, par value \$0.0001 per share	XBP	The Nasdaq Capital Market
Redeemable warrants, each ten warrants exercisable for one share of common stock at an exercise price of \$115.00 per share	XBPEW	The Nasdaq Capital Market

Indicate by check mark whether the Registrant (1) has filed all reports required 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 a smaller reporting company. See definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
Emerging growth company

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

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of May 15, 2026, the Registrant had 11,768,050 shares of common stock outstanding.

XBP Global Holdings, Inc.
Quarterly Financial Statements
For the quarterly period ended March 31, 2026

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

XBP Global Holdings, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets
As of March 31, 2026 (Successor) and December 31, 2025 (Successor)
(in thousands of United States dollars except share and per share amounts)

	Successor	
	Consolidated	
	March 31, 2026 (Unaudited)	December 31, 2025
Assets		
Current assets		
Cash and cash equivalents	\$ 28,464	\$ 37,113
Restricted cash	24,639	31,553
Accounts receivable, net of allowance for credit losses of \$4,927 and \$5,660, respectively	130,253	130,281
Related party receivables and prepaid expenses	987	736
Inventories, net	11,385	11,365
Prepaid expenses and other current assets	26,681	28,699
Total current assets	222,409	239,747
Property, plant and equipment, net of accumulated depreciation of \$15,074 and \$11,094, respectively	78,055	82,956
Operating lease right-of-use assets, net	27,856	30,339
Goodwill	189,881	189,881
Intangible assets, net	335,232	344,080
Other noncurrent assets	18,008	15,094
Total assets	\$ 871,441	\$ 902,097
Liabilities and Stockholders' Equity		
Liabilities		
Current liabilities		
Current portion of long-term debt	\$ 32,260	\$ 34,334
Accounts payable	69,775	55,700
Related party payables	4,968	5,343
Income tax payable	5,747	6,158
Accrued liabilities	51,987	47,101
Accrued compensation and benefits	56,892	56,314
Accrued interest	9,374	13,685
Customer deposits	18,359	21,691
Deferred revenue	14,197	11,881
Obligation for claim payment	53,203	55,632
Current portion of finance lease liabilities	4,325	4,390
Current portion of operating lease liabilities	9,592	9,814
Total current liabilities	330,679	322,043
Long-term debt, net of current maturities	348,947	353,267
Finance lease liabilities, net of current portion	5,818	6,857
Net defined benefit liability	6,161	6,241
Deferred income tax liabilities	48,546	52,595
Long-term income tax liabilities	11,188	10,554
Operating lease liabilities, net of current portion	20,224	22,530
Other long-term liabilities	37,318	40,671
Total liabilities	808,881	814,758
Commitments and Contingencies (Note 9)		
Stockholders' Equity		
Common stock, par value of \$0.0001 per share; 400,000,000 shares authorized; 11,768,050 shares issued and outstanding as of March 31, 2026 and 11,755,434 shares issued and outstanding as of December 31, 2025	12	12
Preferred stock, par value of \$0.0001 per share; 20,000,000 shares authorized; none issued and outstanding as of March 31, 2026 and December 31, 2025	—	—
Additional paid in capital	438,406	437,995
Accumulated deficit	(377,885)	(351,123)
Accumulated other comprehensive profit:		
Foreign currency translation adjustment	419	(1,263)
Unrealized pension actuarial gains, net of tax	1,608	1,718
Total accumulated other comprehensive profit	2,027	455
Total stockholder's equity	62,560	87,339
Total liabilities and stockholder's equity	\$ 871,441	\$ 902,097

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

XBP Global Holdings, Inc. and Subsidiaries
Condensed Consolidated and Combined Statements of Operations
For the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor)
(in thousands of United States dollars except share and per share amounts)
(Unaudited)

	Successor	Predecessor
	Consolidated	Combined and Consolidated
	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025
Revenue	\$ 197,085	\$ 190,495
Related party revenue	47	1,484
Cost of revenue (exclusive of depreciation and amortization)	151,897	150,645
Selling, general and administrative expenses (exclusive of depreciation and amortization)	42,814	22,262
Depreciation and amortization	14,849	10,535
Related party expense, net	2,653	2,553
Operating profit (loss)	(15,081)	5,984
Other expense (income), net:		
Interest expense, net	14,069	23,780
Debt modification and extinguishment costs, net	—	109
Sundry expense (income), net	(392)	1,312
Other income, net	(561)	(23)
Loss before reorganization items and income taxes	(28,197)	(19,194)
Reorganization items, net	—	(60,845)
Profit (loss) before income taxes	(28,197)	41,651
Income tax expense (benefit)	(1,435)	2,028
Net profit (loss)	\$ (26,762)	\$ 39,623
Net loss per common share		
Basic and diluted	(2.28)	

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

XBP Global Holdings, Inc. and Subsidiaries
Condensed Consolidated and Combined Statements of Comprehensive Profit (Loss)
For the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor)
(in thousands of United States dollars except share and per share amounts)
(Unaudited)

	Successor	Predecessor
	Consolidated	Combined and Consolidated
	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025
Net profit (loss)	\$ (26,762)	\$ 39,623
<i>Other comprehensive income (loss), net of tax</i>		
Foreign currency translation adjustments	1,682	(2,113)
Unrealized pension actuarial gains, net of tax	(110)	—
Total other comprehensive income (loss), net of tax	1,572	(2,113)
Comprehensive profit (loss)	\$ (25,190)	\$ 37,510

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

XBP Global Holdings, Inc. and Subsidiaries
Condensed Consolidated and Combined Statements of Stockholders' Equity (Deficit)
For the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor)
(in thousands of United States dollars except share and per share amounts)
(Unaudited)

	Consolidated							Total stockholder's Equity
	Common Stock		Additional Paid in Capital	Accumulated Other Comprehensive Profit		Accumulated Deficit		
	Shares	Amount		Foreign Currency Translation Adjustment	Unrealized Pension Actuarial Gains, net of tax			
Balances at January 1, 2026 (Successor)	11,755,434	\$ 12	\$ 437,995	\$ (1,263)	\$ 1,718	\$ (351,123)	\$ 87,339	
Net loss January 1, 2026 to March 31, 2026	—	—	—	—	—	(26,762)	(26,762)	
Equity-based compensation	—	—	484	—	—	—	484	
Foreign currency translation adjustment	—	—	—	1,682	—	—	1,682	
Net unrealized pension actuarial gains, net of tax	—	—	—	—	(110)	—	(110)	
RSUs vested	12,616	—	—	—	—	—	—	
Withholding of employee taxes on vested RSUs	—	—	(73)	—	—	—	(73)	
Balances at March 31, 2026 (Successor)	<u>11,768,050</u>	<u>\$ 12</u>	<u>\$ 438,406</u>	<u>\$ 419</u>	<u>\$ 1,608</u>	<u>\$ (377,885)</u>	<u>\$ 62,560</u>	

	Combined and Consolidated		
	Accumulated Other Comprehensive Loss		Total Stockholders' Deficit
	Net Parent Investment	Foreign Currency Translation Adjustment	
Balances at January 1, 2025 (Predecessor)	\$ (1,449,634)	\$ (7,154)	\$ (1,456,788)
Net profit January 1, 2025 to March 31, 2025	39,623	—	39,623
Foreign currency translation adjustment	—	(2,113)	(2,113)
Equity-based compensation	105	—	105
Net intercompany transactions with parent group entities	1,305	—	1,305
Balances at March 31, 2025 (Predecessor)	<u>\$ (1,408,601)</u>	<u>\$ (9,267)</u>	<u>\$ (1,417,868)</u>

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

XBP Global Holdings, Inc. and Subsidiaries
Condensed Consolidated and Combined Statements of Cash Flows
For the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor)
(in thousands of United States dollars except share and per share amounts)
(Unaudited)

	Successor	Predecessor
	Consolidated	Combined and Consolidated
	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025
Cash flows from operating activities		
Net profit (loss)	\$ (26,762)	\$ 39,623
Adjustments to reconcile net profit (loss) to cash used in operating activities		
Depreciation and amortization	14,849	10,535
Original issue discount, debt premium and debt issuance cost amortization	1,832	(17,272)
Reorganization items, net	—	(81,383)
Interest on BR Exar AR Facility	—	(669)
Debt modification and extinguishment loss (gain), net	—	109
Provision for credit losses	(611)	488
Deferred income tax provision	(4,182)	375
Equity-based compensation expense	484	105
Unrealized foreign currency loss	37	3
Loss on sale of assets	225	—
Fair value adjustment for private warrants liability	(2)	—
Payment-in-kind interest	1,174	—
Change in operating assets and liabilities, net of effect from acquisitions		
Accounts receivable	639	(26,379)
Prepaid expenses and other current assets	(1,109)	1,817
Accounts payable and accrued liabilities	9,148	29,181
Related party receivables (payables)	(626)	(185)
Additions to outsourced contract costs	(141)	(67)
Net cash used in operating activities	(5,045)	(43,719)
Cash flows from investing activities		
Purchase of property, plant and equipment	(1,088)	(1,270)
Additions to internally developed software	(552)	(506)
Proceeds from sale of assets	84	3
Net cash used in investing activities	(1,556)	(1,773)
Cash flows from financing activities		
Cash paid for debt issuance costs	(834)	(57)
Cash paid for withholding taxes on vested RSUs	(73)	—
Principal payments on finance lease obligations	(1,101)	(1,194)
Borrowings from other loans	10,236	441
Proceeds from Super Senior Term Loan	4,000	—
Proceeds from ABL Facility	133,700	—
Repayments on ABL Facility	(141,376)	—
Repayment of Second Lien Note	(3,250)	—
Proceeds from DIP New Money Loans	—	50,000
Borrowing under BR Exar AR Facility	—	10,675
Repayments under BR Exar AR Facility	(1,440)	(12,286)
Borrowing under Amended BR Exar AR Facility	20,000	—
Repayments under Amended BR Exar AR Facility	(10,290)	—
Repayments on 2028 Term Loan Facilities	(817)	—
Principal repayments on senior secured term loans and other loans	(17,208)	(9,326)
Net cash provided by (used in) financing activities	(8,453)	38,253
Effect of exchange rates on cash, restricted cash and cash equivalents	(509)	108
Net decrease in cash, restricted cash and cash equivalents	(15,563)	(7,131)
Cash, restricted cash and cash equivalents		
Beginning of period	68,666	64,067
End of period	\$ 53,103	\$ 56,936
Supplemental cash flow data:		
Income tax payments, net of refunds received	\$ 1,261	\$ 1,219
Interest paid	14,705	4,356
Cash paid for reorganization items	—	20,538
Noncash investing and financing activities:		
Assets acquired through right-of-use arrangements	467	2,315
Amendment fee payable on Amended BR Exar AR Facility accrued	1,000	—
Accrued capital expenditures	46	3

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

XBP Global Holdings, Inc. and Subsidiaries
Notes to the Condensed Consolidated and Combined Financial Statements
(in thousands of United States dollars except share and per share amounts or unless otherwise noted)
(Unaudited)

1. General

XBP Global Holdings, Inc. (the “Company” or “XBP Global”) is a multinational technology and services company powering intelligent workflows for organizations worldwide. The Company’s proprietary platforms, agentic AI-driven automation, and domain expertise across industries and the public and private sectors enable its clients’ digital transformations and workflows. The Company’s automation solutions allow global organizations to address challenges resulting from the massive amounts of data obtained and created from their operations. The Company’s solutions address the life cycle of transaction processing and enterprise information management, from enabling payment gateways and data exchanges across multiple systems, to matching inputs against contracts and handling exceptions, to ultimately depositing payments and distributing communications.

The Company conducts its operations through two reportable segments: Applied Workflow Automation and Technology. The Applied Workflow Automation segment provides services powered by intelligent, AI-enabled workflows that generate outcomes for clients’ systems. Revenue primarily stems from transactions processed and includes payment processing, data capture, analysis, decisioning, distribution and transformation across industries and the public and private sectors, primarily in Americas and Europe, and increasingly in Asia. The Technology segment of the Company primarily focuses on sales of recurring software licenses and related maintenance, hardware solutions and related maintenance and professional services.

On July 29, 2025, the Company finalized its acquisition of Exela Technologies BPA, LLC (n/k/a XBP Americas, LLC, collectively with its subsidiaries, “BPA”, and such acquisition, the “Business Combination”) pursuant to a Membership Interest Purchase Agreement dated July 3, 2025 (the “MIPA”). The consideration for the sale was \$1.00, reflecting the encumbered nature of BPA which at the time of entry into the MIPA was involved in voluntary bankruptcy proceedings under the caption *In re DocuData Solutions, L.C.*, Case No. 25-90023 (CML) (the “Chapter 11 Cases”). The Business Combination was subject to certain conditions subsequent, including the emergence of BPA and certain of its affiliates from the Chapter 11 Cases, which occurred on July 29, 2025. Prior to the Business Combination, the Company and BPA had both been indirect subsidiaries of Exela Technologies, Inc. (“ETI”). In connection with the Business Combination, the Company changed its name from “XBP Europe Holdings, Inc.” to “XBP Global Holdings, Inc.”

The Business Combination was accounted for as a reverse acquisition in accordance with Financial Accounting Standards Board’s (“FASB”) Accounting Standards Codification Topic 805, *Business Combinations* (“ASC 805”). Under this method of accounting, XBP Europe Holdings, Inc. (now XBP Global) was treated as the “acquired” company for financial reporting purposes, even though BPA survives as an indirect wholly-owned subsidiary of XBP Global.

Chapter 11 Reorganization

On March 3, 2025 (the “Petition Date”), BPA along with certain affiliates (the “BPA Debtors”) commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). On April 16, 2025 the BPA Debtors entered into a Plan Support Agreement (as amended, the “Plan Support Agreement”) with an ad hoc group of holders of certain 11.5% secured notes issued pursuant to the 2026 Indentures (as defined below), ETI, certain non-BPA Debtor subsidiaries of ETI (together with ETI, the “Consenting ETI Entities”), and certain other parties thereto. In the Plan Support Agreement such parties agreed, subject to certain conditions, to support the BPA Debtors’ reorganization plan in the Chapter 11 Cases and to take all commercially reasonable actions necessary and appropriate to facilitate the restructuring of the BPA Debtors’ indebtedness and to complete the restructuring transactions contemplated under the Plan Support Agreement (the “Restructuring”). On May 7, 2025, the BPA Debtors filed a plan of reorganization (the “Plan”) reflecting the proposed Restructuring. The Plan was confirmed by the Bankruptcy Court on June 23, 2025.

On July 29, 2025 (the “Emergence Date”), BPA consummated the Restructuring and emerged from bankruptcy having satisfied or waived all the conditions set forth in the Plan. In accordance with ASC 852, *Reorganizations* (“ASC 852”), BPA was required to apply fresh start accounting upon its emergence from bankruptcy. The Company evaluated transaction activity of BPA between the Emergence Date and July 31, 2025 and concluded that an accounting convenience date of July 31, 2025 (the “Convenience Date”) was appropriate for the adoption of fresh start accounting which resulted in BPA becoming a new entity for financial reporting purposes as of the Convenience Date.

On the Emergence Date, in connection with the consummation of the Restructuring and pursuant to the Plan:

- The Company’s Third Amended and Restated Certificate of Incorporation was filed with the Delaware Secretary of State and became effective increasing authorized shares to 400,000,000 shares of common stock, par value \$0.0001 per share (“Common Stock”), and 20,000,000 shares of preferred stock of the Company, and changing the Company’s name to XBP Global Holdings, Inc.
- The Company issued 8,179,982 shares of Common Stock to holders of Allowed Notes Claims (claims based on the 2026 Indentures (as defined below), and as further defined in the Plan) and for backstop and funding fees, resulting in 11,751,597 shares of Common Stock issued and outstanding, and new warrants to purchase 663,242 shares of Common Stock to GP 3XCV LLC and XCV-STIS, LLC (two subsidiaries of ETI). The issuances reflected a value of \$49.80 per share for purposes of the Plan (“Plan Equity Value”) based on a valuation of BPA equity at \$407.0 million and an overall implied equity valuation of the combined company of \$585.7 million and were exempt from registration under Section 1145 of the U.S. Bankruptcy Code. The warrants have standard terms and are exercisable immediately at Plan Equity Value.
- The Company entered into a Tax Funding Agreement (the “Tax Funding Agreement”) with the Reorganized Debtors (the BPA Debtors following the Restructuring), as Agent, and the Consenting ETI Parties. The Tax Funding Agreement provides for the Consenting ETI Parties to fund certain Transaction Tax Liabilities (as defined in the Plan) (up to an initial funding obligation of \$15 million and any excess over \$25 million), with security over Blocked ETI Shares (as defined therein) and provisions for release upon payment.
- The Reorganized Debtors entered into exit financing arrangements (refer to Note 6, *Long-term Debt and Credit Facilities*), including:
 - An Indenture reflecting the issuance of \$183.0 million of July 2030 Notes as described in Note 6, *Long-term Debt and Credit Facilities*, in a cashless rollover of a comparable amount of debtor-in-possession obligations from the Chapter 11 Cases, plus \$18.0 million in additional funding provided by the Company in exchange for July 2030 Notes (the “XBP Funding”), with the remaining \$10.0 million of debtor-in-possession obligations from the Chapter 11 Cases being cancelled and replaced with \$6.0 million of loans under the Super Senior Term Loan as described in Note 6, *Long-term Debt and Credit Facilities*.
 - The Super Senior Term Loan consisting of \$40.0 million of new loans used to refinance the BPA Debtors’ prepetition senior secured term loan facility, which was in the aggregate principal amount of approximately \$38.9 million, plus accrued interest, fees, and expenses, and \$6.0 million of take-back loans, secured by Term Loan Priority Collateral (as defined therein).
 - An Amended and Restated Credit and Security Agreement with BRF Finance Co. LLC, as Agent, and the lenders party thereto, amending and restating the Second Lien Note, dated February 27, 2023, as described in Note 6, *Long-term Debt and Credit Facilities*, providing for term loans bearing interest at Term SOFR plus 7.5%, and other terms as set forth therein.
 - The ABL Facility, as described in Note 6, *Long-term Debt and Credit Facilities*, with MidCap Financial Trust as Agent and Lender, providing a \$150 million revolving credit facility, secured

by ABL Priority Collateral (as defined therein), with terms including interest at SOFR plus Applicable Margin (3.8%-4.3% based on EBITDA).

In addition, on the Emergence Date, the indenture dated as of December 9, 2021 (as amended, supplemented or otherwise modified from time to time), among Exela Intermediate LLC and Exela Finance Inc., as issuers, the guarantors party thereto (including certain of the Debtors, as defined therein), and U.S. Bank Trust Company, National Association, as trustee and collateral agent, governing the 11.500% first-priority senior secured notes due 2026, and the indenture dated as of July 11, 2023 (as amended, supplemented or otherwise modified from time to time), among Exela Intermediate LLC and Exela Finance Inc., as issuers, the guarantors party thereto (including certain of the Debtors), and U.S. Bank Trust Company, National Association, as trustee and collateral agent, governing the 11.500% first-priority senior secured notes due 2026 (together, the “2026 Indentures”), were terminated, and all obligations thereunder were cancelled and discharged, with holders of claims thereunder receiving distributions of Common Stock as described above. The ABL Facility also replaced BPA’s then existing securitization arrangements with PNC Bank.

As a result of the Restructuring and the Business Combination, the Company was no longer considered a “controlled company” under the rules of The Nasdaq Stock Market LLC. Prior to the Restructuring and the Business Combination, an indirect subsidiary of ETI, owned approximately 60.7% of the Company’s Common Stock. Pursuant to the Plan, such shares were distributed to holders of Allowed Notes Claims (including certain Consenting ETI Entities). Post-issuance of new shares under the Plan, beneficial ownership is dispersed, with no beneficial holder owning more than 50% of the voting securities of the Company and with entities affiliated with ETI, Gates Capital Management, Inc. and Avenue Capital Group beneficially owning 10% or more of the Company based on public records. (a dissipation of control rather than a “change of control” in the traditional sense, because no new third party acquired control of XBP Europe Holdings, Inc. as a result of the Restructuring). As of the date of this report, there are no known arrangements that may result in a further change in control.

Fresh start accounting

Upon emergence from the Restructuring, the Predecessor met the criteria and was required to adopt fresh start accounting in accordance with ASC 852, *Reorganizations*, which on the Emergence Date resulted in a new entity, the Successor, for financial reporting purposes, with no beginning retained earnings or deficit as of the fresh start reporting date. In accordance with fresh start accounting requirements new fair values were established for BPA’s assets, liabilities and equity as of the Convenience Date (July 31, 2025, as discussed above), and therefore certain values and operational results of the condensed consolidated financial statements subsequent to July 31, 2025 are not comparable to those in the Company’s condensed consolidated financial statements prior to and including July 31, 2025. The Convenience Date fair values of the Successor’s assets and liabilities differ materially from their recorded values as reflected on the historical balance sheet of the Predecessor as presented in the Company’s Form 10-K report for the year ended December 31, 2025.

Reorganization Items, net

Reorganization items represent (i) expenses incurred relating to the Chapter 11 Cases as a direct result of the Plan, (ii) gains or losses from liabilities settled and (iii) fresh start accounting adjustments, and are recorded in “Reorganization items, net” in the Company’s unaudited condensed consolidated and combined statements of operations. Contractual interest expense from the Petition Date through the Emergence Date associated with BPA’s 2026 Indentures was accrued or recorded in the condensed combined and consolidated statement of operations in interest expense, net. Professional service provider charges associated with reorganization that were incurred before the Petition Date are recorded in selling, general and administrative in the condensed consolidated and combined statements of operations. The Company recorded an \$8.6 million charge in selling, general and administrative in the condensed consolidated and combined statements of operations for the three months ended March 31, 2026 to refine the Company’s estimate of the general unsecured claims liability based on updated information from the post-emergence claims reconciliation process, the original measurement adjustment of which was recognized as gain in Reorganization items, net in the Predecessor period.

The following table summarizes the losses (gains) on reorganization items, net:

	Successor	Predecessor
	Consolidated	Combined and Consolidated
	Period from January 1, 2026 through March 31, 2026	Period from January 1, 2025 through March 31, 2025
Legal and professional fees	\$ —	\$ 20,538
Derecognition of unamortized debt discount, premium and issuance costs	—	(81,383)
Total reorganization items, net	\$ —	\$ (60,845)

Basis of Presentation

Financial information prior to the Emergence Date is referred to as “Predecessor” company information, which reflects the combined historical financial statements of BPA prepared using BPA’s previous combined basis of accounting. The financial information beginning August 1, 2025 is referred to as “Successor” company information and reflects the condensed consolidated financial statements of XBP Global, including the financial statement effects of recording fair value adjustments and the capital structure resulting from the Business Combination and fresh start accounting of BPA. Black lines have been drawn to separate the Successor’s financial information from that of the Predecessor since their financial statements are not comparable as a result of the application of acquisition accounting and the Company’s capital structure resulting from the Business Combination and fresh start accounting of BPA.

Successor:

The accompanying condensed consolidated financial statements as of and for the period January 1, 2026 to March 31, 2026, includes the condensed consolidated balance sheet, and statement of operations, comprehensive profit (loss), changes in stockholders’ equity, and cash flows of XBP Global. All significant intercompany items and transactions have been eliminated in consolidation. In the opinion of management, the accompanying condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the United States Securities and Exchange Commission (the “SEC”). Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with generally accepted accounting principles (“GAAP”) have been omitted pursuant to the SEC’s rules and regulations. However, management believes that the disclosures contained herein are adequate to make the information presented not misleading. In the opinion of management, the condensed consolidated financial statements reflect all adjustments (which are of a normal recurring nature) necessary to present fairly the Company’s financial position, results of operations and cash flows. The results of operations and cash flows for the period from January 1, 2026 to March 31, 2026 are not necessarily indicative of the results of operations or cash flows that may be expected for future periods.

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Predecessor:

The condensed consolidated and combined BPA financial statements (the “BPA financial statements”) include the accounts of the wholly-owned direct and indirect subsidiaries and affiliates of BPA. For the period January 1, 2025 to March 31, 2025 that is covered by the BPA financial statements, BPA operated as part of ETI. The accompanying condensed consolidated and combined financial statements have been prepared from ETI’s historical accounting records and are presented on a stand-alone basis as if BPA’s operations had been conducted independently from ETI. The operations of BPA are in various legal entities either with a direct ownership relationship or affiliate relationship through ETI. Accordingly, ETI and its subsidiaries’ net parent investment in these operations is shown in lieu of a statement of member’s equity in the condensed consolidated and combined financial statements. The condensed consolidated and

combined financial statements and related notes to the condensed consolidated and combined financial statements have been prepared in accordance with GAAP.

The condensed consolidated and combined statements of operations and comprehensive profit (loss) include all revenues and costs directly attributable to BPA, including costs for facilities, functions and services used by BPA. Costs for certain functions and services delivered by ETI are directly charged to BPA based on specific identification when possible or based on a reasonable allocation driver or other allocation methods. Current and deferred income taxes have been determined based on the stand-alone results of BPA. However, because BPA filed as part of ETI's tax group in certain jurisdictions, BPA's actual tax balances may differ from those reported. BPA's portion of its domestic and certain income taxes for jurisdictions outside the United States are deemed to have been settled in the period the related tax expense was recorded.

All intercompany transactions and balances within BPA have been eliminated. The Predecessor financial statements include assets and liabilities that have been determined to be specifically identifiable or otherwise attributable to BPA. Transactions with affiliated companies owned by ETI or its subsidiaries which are not a part of BPA are reflected as related party transactions.

All of the allocations and estimates in the condensed consolidated and combined financial statements are based on assumptions that management believes are reasonable. However, the condensed consolidated and combined financial statements included herein may not be indicative of the financial position, results of operations, and cash flows of BPA if BPA had been a separate, stand-alone entity during the period presented.

Actual costs that would have been incurred if BPA had been a stand-alone business would depend on multiple factors, including organizational structure and strategic decisions.

As described above, as a result of the application of fresh start accounting and the effects of the implementation of the Plan, the condensed consolidated financial statements after the Emergence Date are not comparable with the condensed consolidated and combined financial statements on or before the Emergence Date.

As part of Business Combination, the Company reevaluated its segment reporting, resulting in the presentation of two businesses: Applied Workflow Automation and Technology.

Prior periods have been recast to reflect the Company's current segment presentation. See Note 14, *Segment Information*.

Certain prior period amounts have been reclassified to conform to the 2026 presentation.

Net Profit (Loss) per Share

Earnings per share ("EPS") is computed by dividing net profit (loss) attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period, excluding the effects of any potentially dilutive securities. Diluted EPS gives effect to the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock, using the more dilutive of the two-class method and the if-converted method in the period of earnings. The two-class method is an earnings allocation method that determines earnings per share (when there are earnings) for common stock and participating securities. The if-converted method assumes all convertible securities are converted into common stock. Diluted EPS excludes all dilutive potential shares of common stock if their effect is anti-dilutive (i.e., if included, would reduce the net loss per share).

As the Company experienced a net loss for the three months ended March 31, 2026 (Successor), the Company did not include the effect of 1,326,740 shares of Common Stock issuable upon exercise of 13,267,398 outstanding warrants as of March 31, 2026 (refer to Note 12, *Stockholders' Equity and Warrants*) or the effect of the aggregate number of shares issuable pursuant to outstanding restricted stock units (256,166 as of March 31, 2026, refer to Note 11,

Stock-Based Compensation) in the calculation of diluted profit (loss) per share for the three months ended March 31, 2026, because their effects were anti-dilutive.

The following table provides details underlying the Company's loss per basic and diluted share calculation for the three months ended March 31, 2026 (Successor):

	<u>Successor</u>
	<u>Consolidated</u>
	<u>Three Months Ended</u>
	<u>March 31,</u>
	<u>2026</u>
Net loss attributable to common stockholders (A)	\$ (26,762)
Weighted average common shares outstanding – basic and diluted (B)	11,759,577
Loss Per Share:	
Basic and diluted (A/B)	\$ (2.28)

2. Significant Accounting Policies

The information presented below supplements the Significant Accounting Policies information presented in the Form 10-K for the year ended December 31, 2025, as filed with the SEC on March 31, 2026.

Use of Estimates in Preparation of the Condensed Consolidated Financial Statements

Estimates and judgments relied upon in preparing these consolidated and combined financial statements include, among others, revenue recognition for multiple element arrangements, allowance for expected credit losses, income taxes, depreciation, amortization, employee benefits, equity-based compensation, contingencies, goodwill, intangible assets, right of use assets, pension obligations, pension assets, and asset and liability valuations. The Company regularly assesses these estimates and records changes in estimates in the period in which they become known. The Company bases its estimates on historical experience and various other assumptions that the Company believes to be reasonable under the circumstances. Actual results could differ from those estimates.

Revenue Recognition

The Company accounts for revenue by first evaluating whether a performance obligation exists. A performance obligation is a promise in a contract to transfer a distinct good or service to a customer and is the unit of account. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods or providing services. The contract transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. All of the Company's material sources of revenue are derived from contracts with customers, primarily relating to the provision of business and transaction processing services and sales of recurring software licenses and professional services within each of the Company's segments. The Company does not have any significant extended payment terms, as payment is typically received shortly after goods are delivered or services are provided.

Nature of Services

The Company's primary performance obligations are to stand ready to provide various forms of workflow automation services, consisting of a series of distinct services, but that are substantially the same, and have the same pattern of transfer over time, and accordingly are combined into a single performance obligation. The Company's obligation to its customers is typically to perform an unknown or unspecified quantity of tasks and the consideration received is contingent upon the customers' use (i.e., number of transactions processed, requests fulfilled, etc.); as such, the total transaction price is variable. The Company allocates variable fees to the single performance obligation charged to the distinct service period in which the Company has the contractual right to bill under the contract.

Revenue from the sale of software licenses is recognized as a single performance obligation at the point in time that the software license is delivered to the customer. Perpetual licenses or non-cancelable licenses are granted for a non-refundable fee, which are recognized at a point in time. No significant obligations or contingencies exist with regard to delivery, customer acceptance or rights of return at the time revenue is recognized. Professional services revenue consists of implementation services for new customers, or implementations of new products for existing customers. Professional services are typically sold on a time-and-materials basis and billed monthly based on actual hours incurred.

Revenue from the sale of hardware solutions is recognized on a point in time basis and related maintenance is recognized ratably over the contractual term.

Disaggregation of Revenues

The Company is organized into two segments: Applied Workflow Automation and Technology (See Note 14, *Segment Information*). The following tables disaggregate revenue from contracts by segment and by geographic region for the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor):

	Successor			Predecessor		
	Consolidated			Combined and Consolidated		
	Three Months Ended March 31, 2026			Three Months Ended March 31, 2025		
	Applied Workflow Automation	Technology	Total	Applied Workflow Automation	Technology	Total
U.S.A.	\$ 150,439	\$ 11,553	\$ 161,992	\$ 173,054	\$ 14,069	\$ 187,123
EMEA	24,175	7,153	31,328	—	—	—
Other	3,812	—	3,812	4,856	—	4,856
Total	\$ 178,426	\$ 18,706	\$ 197,132	\$ 177,910	\$ 14,069	\$ 191,979

Contract Balances

The following table presents contract assets, contract liabilities and contract costs recognized at March 31, 2026 (Successor), December 31, 2025 (Successor) and January 1, 2025 (Predecessor):

	Successor		Predecessor
	Consolidated		Combined and Consolidated
	March 31, 2026	December 31, 2025	January 1, 2025
Accounts receivable, net	\$ 130,253	\$ 130,281	\$ 18,663
Deferred revenues (1)	14,535	12,192	6,940
Customer deposits	18,359	21,691	19,900
Costs to obtain and fulfill a contract	1,037	1,039	1,164

(1) Includes \$0.3 million and \$0.3 million of non-current portion of deferred revenues reported as part of other long-term liabilities on the Company's condensed consolidated balance sheets as of March 31, 2026 and December 31, 2025, respectively. Non-current portion of deferred revenues was \$0.4 million as of January 1, 2025.

The following table describes the changes in the allowance for expected credit losses for the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor) (all related to accounts receivables):

	<u>Successor</u>	<u>Predecessor</u>
	<u>Consolidated</u>	<u>Combined and</u>
	<u>Three Months</u>	<u>Consolidated</u>
	<u>Ended March 31,</u>	<u>Three Months</u>
	<u>2026</u>	<u>Ended March 31,</u>
		<u>2025</u>
Balance at January 1 of the allowance for expected credit losses	\$ 5,660	\$ 3,279
Provision for expected loss	885	488
Write-off charged against the allowance	(85)	346
Recoveries collected	(1,496)	(212)
Foreign currency exchange rate adjustment	(37)	28
Balance at March 31 of the allowance for expected credit losses	<u>\$ 4,927</u>	<u>\$ 3,929</u>

Accounts receivable, net includes \$23.6 million and \$25.4 million as of March 31, 2026 (Successor) and December 31, 2025 (Successor), respectively, representing amounts not yet billed to customers. The Company has accrued the unbilled receivables for work performed in accordance with the terms of its contracts with customers.

Deferred revenues relate to payments received in advance of performance under a contract. A significant portion of this balance relates to maintenance contracts or other service contracts where the Company received payments for upfront conversions or implementation activities which do not transfer a service to the customer but rather are used in fulfilling the related performance obligations that transfer over time. This advance consideration received from customers is deferred over the contract term. The Company recognized revenue of \$5.2 million during the three months ended March 31, 2026 (Successor), that had been deferred as of December 31, 2025 (Successor). The Company recognized revenue of \$4.0 million during the three months ended March 31, 2025 (Predecessor), that had been deferred as of January 1, 2025 (Predecessor).

Costs incurred to obtain and fulfill contracts are deferred and presented as part of intangible assets, net and expensed on a straight-line basis over the estimated benefit period. The Company recognized \$0.1 million and \$0.1 million of amortization for these costs for the three months ended March 31, 2026 (Successor) and 2025 (Predecessor), respectively, within depreciation and amortization expense in the Company's condensed combined and consolidated statements of operations. These costs represent incremental external costs or certain specific internal costs that are directly related to the contract acquisition or fulfillment and can be separated into two principal categories: contract commissions and fulfillment costs. Applying the practical expedient in ASC 340-40-25-4, the Company recognizes the incremental costs of obtaining contracts as an expense when incurred, if the amortization period would have been one year or less. These costs are included in selling, general and administrative expenses. The effect of applying this practical expedient was not material.

Customer deposits consist primarily of amounts received from customers in advance for postage. These advanced postage deposits are used to cover the costs associated with postage, with the corresponding postage revenue being recognized as services are performed.

Performance Obligations

At the inception of each contract, the Company assesses the goods and services promised in its contracts and identifies each distinct performance obligation. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contracts. For the majority of the Company's business and transaction processing service contracts, revenues are recognized as services are provided based on an appropriate input or output method, typically based on the related labor or transactional volumes.

Certain of the Company's contracts have multiple performance obligations, including contracts that combine software implementation services with post-implementation customer support. For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation using its best estimate of the standalone selling price of each distinct good or service in the contract. The primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which the Company estimates its expected costs of satisfying a performance obligation and adds an appropriate margin for that distinct good or service. The Company also uses the adjusted market approach whereby it estimates the price that customers in the market would be willing to pay. In assessing whether to allocate variable consideration to a specific part of the contract, the Company considers the nature of the variable payment and whether it relates specifically to its efforts to satisfy a specific part of the contract. Certain of the Company's software implementation performance obligations are deemed satisfied at a point in time, typically when customer acceptance is obtained.

When evaluating the transaction price, the Company analyzes, on a contract-by-contract basis, all applicable variable consideration. The nature of the Company's contracts gives rise to variable consideration, including volume discounts, contract penalties, and other similar items that generally decrease the transaction price. The Company estimates these amounts based on the expected amount to be provided to customers and reduces revenues recognized. The Company does not anticipate significant changes to its estimates of variable consideration.

The Company includes reimbursements from customers, such as postage costs, in revenue, while the related costs are included in cost of revenue.

Transaction Price Allocated to the Remaining Performance Obligations

In accordance with optional exemptions available under GAAP, the Company does not disclose the value of unsatisfied performance obligations for (a) contracts with an original expected length of one year or less, and (b) contracts for which variable consideration relates entirely to an unsatisfied performance obligation, which comprise the majority of the Company's contracts. The Company has certain non-cancellable contracts where the Company receives a fixed monthly fee in exchange for a series of distinct services that are substantially the same and have the same pattern of transfer over time, with the corresponding remaining performance obligations as of March 31, 2026 (Successor) in each of the future periods below:

Estimated Remaining Fixed Consideration for Unsatisfied Performance Obligations

Remainder of 2026	\$ 13,607
2027	8,937
2028	4,364
2029	1,127
2030	903
2031 and thereafter	2,368
Total	<u>\$ 31,306</u>

3. New Accounting Pronouncements

Recently Adopted Accounting Guidance

Effective January 1, 2026 the Company adopted ASU 2024-04, *Debt-Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments*, which amends ASC 470-20 to clarify the requirements related to accounting for the settlement of a debt instrument as an induced conversion. This ASU is intended to improve the relevance and consistency in application of the induced conversion guidance in Subtopic 470-20 for (a) convertible debt instruments with cash conversion features and (b) debt instruments that are not currently convertible. The adoption of this standard did not have a material impact on our condensed consolidated financial statements and related disclosures.

Effective January 1, 2026 the Company adopted ASU 2025-05, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This ASU provides a practical expedient that all entities can use when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under ASC 606, *Revenue from Contracts with Customers*. Under this practical expedient, an entity is allowed to assume that the current conditions it has applied in determining credit loss allowances for current accounts receivable and current contract assets remain unchanged for the remaining life of those assets. The adoption of this standard did not have a material impact on our condensed consolidated financial statements and related disclosures.

Recent Accounting Pronouncements Not Yet Effective

In November 2024, the FASB issued ASU 2024-03, *Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which is intended to provide more detailed information about specified categories of expenses (purchases of inventory, employee compensation, depreciation and amortization) included in certain expense captions presented on the consolidated statement of operations. This new standard is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The amendments may be applied either (1) prospectively to financial statements issued for periods after the effective date of this ASU or (2) retrospectively to all prior periods presented in the consolidated financial statements. The Company is currently assessing the impact this ASU adoption will have on its consolidated financial statements.

In May 2025, the FASB issued ASU 2025-03, *Determining the Accounting Acquirer in the Acquisition of a Variable Interest Entity*, which revises the guidance in ASC 805 on identifying the accounting acquirer in a business combination in which the legal acquiree is a variable interest entity (“VIE”). This ASU is intended to improve comparability between business combinations that involve VIEs and those that do not. Under this ASU, a reporting entity involved in a business combination effected primarily by the exchange of equity interests must consider the factors in ASC 805-10-55-12 through 55-15 to determine which entity is the accounting acquirer regardless of whether the legal acquiree is a VIE. More specifically, when considering those factors, the reporting entity can determine that a transaction in which the legal acquiree is a VIE represents a reverse acquisition (in which the legal acquirer is identified as the acquiree for accounting purposes). As a result, comparability is increased with business combinations in which the legal acquiree is a VIE. This ASU is effective for fiscal years beginning after December 15, 2026, including interim periods within those fiscal years. Early adoption is permitted. The amendments in this ASU must be applied prospectively to any business combination that occurs after the initial adoption date. The Company does not expect the adoption of this standard to have a material impact on the consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*, to modernize the accounting guidance for the costs to develop software for internal use. The standard applies to costs incurred to develop or obtain software for internal use. ASU 2025-06 amends the existing standard that refers to various stages of a software development project to align better with current software development methods, such as agile programming. Under the new standard, entities will commence capitalizing eligible costs when (i) management has authorized and committed to funding the software project, and (ii) it is probable that the project will be completed, and the software will be used to perform the function intended. The new standard also supersedes the guidance related to costs incurred to develop a website. The ASU’s amendments are effective for all entities for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption is permitted as of the beginning of an annual reporting period. The guidance can be applied on a prospective basis, a modified basis for in-process projects or on a retrospective basis. The Company is currently assessing the impact this ASU adoption will have on its consolidated financial statements.

In September 2025, the FASB issued ASU 2025-07, *Derivatives Scope Refinements and Scope Clarification for Share-Based Noncash Consideration from a Customer in a Revenue Contract*. This ASU expands the population of contracts that are excluded from the scope of derivative accounting in ASC 815. It also clarifies that the revenue guidance in ASC 606 initially applies to share-based noncash consideration received from a customer for the transfer of goods or services. This ASU is effective for annual reporting periods beginning after December 15, 2026, and interim

reporting periods within those annual reporting periods, with early adoption permitted. The Company does not expect the adoption of this standard to have a material impact on the consolidated financial statements.

In November 2025, the FASB issued ASU 2025-08, *Purchased Loans*, which amends the guidance in ASC 326 on the accounting for certain purchased loans. Under the ASU, entities must account for acquired loans (excluding credit cards) that meet certain criteria at acquisition by recognizing them at their purchase price plus an allowance for expected credit losses. The ASU's amendments align the accounting for purchased seasoned loans with the treatment of financial assets purchased with more-than-insignificant credit deterioration since origination. This ASU is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within those annual reporting periods, with early adoption permitted. The Company does not expect the adoption of this standard to have a material impact on the consolidated financial statements.

In November 2025, the FASB issued ASU 2025-09, *Hedge Accounting Improvements*, which amends certain aspects of the hedge accounting guidance in ASC 815. In addition to addressing stakeholder concerns, the amendments are intended to more closely align hedge accounting with the economics of an entity's risk management activities. The main amendments relate to cash flow hedging, but some of the amendments affect certain fair value and net investment hedges. This ASU is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within those annual reporting periods, with early adoption permitted. The Company does not expect the adoption of this standard to have a material impact on the consolidated financial statements.

In December 2025, the FASB issued ASU 2025-10, *Accounting for Government Grants Received by Business Entities*, which adds guidance to ASC 832 on the recognition, measurement, and presentation of government grants. ASC 832 as originally promulgated contained only disclosure requirements concerning the receipt of government assistance by business entities. In the absence of such guidance, many for-profit entities historically have analogized to other GAAP, including IAS 203 or ASC 958-605, when accounting for government grants. This ASU is effective for annual reporting periods beginning after December 15, 2028, and interim reporting periods within those annual reporting periods, with early adoption permitted. The Company does not expect the adoption of this standard to have a material impact on the consolidated financial statements.

In December 2025, the FASB issued ASU 2025-11, *Interim Reporting (Topic 270): Narrow-Scope Improvements*, which is intended to improve the navigability of the guidance in ASC 270 and clarify when it applies. Under the amendments, an entity is subject to ASC 270 if it provides "interim financial statements and notes in accordance with GAAP." The ASU also addresses the form and content of such financial statements, adds lists to ASC 270 of the interim disclosures required by all other Codification topics, and establishes a principle under which an entity must "disclose events since the end of the last annual reporting period that have a material impact on the entity." The amendments in ASU 2025-11 are effective for interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company is currently assessing the impact this ASU adoption will have on its condensed consolidated interim financial statements.

4. Business Combination

On July 3, 2025, pursuant to the MIPA, a wholly owned subsidiary of the Company agreed to purchase, subject to certain terms and conditions, BPA. The consideration for the sale was \$1.00, reflecting the encumbered nature of BPA, which at the time was involved in the Chapter 11 Cases. This transaction, referred to herein as the Business Combination, was subject to certain conditions subsequent, including emergence of BPA and certain of its affiliates from the Chapter 11 Cases, which occurred on July 29, 2025. On July 3, 2025, XBP Europe Holdings, Inc., entered into a Transaction Support Agreement with the BPA Debtors. Pursuant to the Transaction Support Agreement, XBP Europe Holdings, Inc. agreed to, among other things, support the Plan, including seeking stockholder approvals at XBP Europe Holdings, Inc.'s annual shareholder meeting and issuing shares of the Company's Common Stock, as described in XBP Europe Holdings, Inc.'s definitive proxy statement filed with the SEC on July 15, 2025. On July 29, 2025, BPA consummated the transaction under the Plan and emerged from bankruptcy having satisfied or waived all the conditions set forth in the Plan and therefore, the conditions subsequent to the MIPA were cleared and the acquisition transaction was deemed closed from an accounting perspective on July 29, 2025.

Under ASC 805, *Business Combinations*, BPA was determined as the accounting acquirer based on the following predominate factors: following the Emergence Date BPA's former noteholders (who received the Company's Common Stock as part of the Plan), had the largest portion of voting rights in the Company relative to the owners of the Company's Common Stock prior to the Emergence Date, following the Emergence Date, the Company's seven person board of directors has four new individuals nominated by the former noteholders of BPA pursuant to a one time right under the Plan, compared to three individuals remaining from the Company's board of directors prior to the Emergence Date, and BPA was the significantly larger entity by revenue and by assets. The Company elected to apply business acquisition accounting effective July 31, 2025, to coincide with the timing of its normal accounting period close as well as the Convenience Date used for fresh start accounting of BPA (as discussed above). The Company evaluated the events between July 29, 2025 and July 31, 2025 and concluded that the use of an accounting convenience date of July 31, 2025 did not have a material impact on the results of operations or financial position.

In connection with the Business Combination, certain of Company's subsidiaries acquired debt facilities totaling \$49.0 million outstanding under the Senior Credit Facilities Agreement as discussed in Note 6, *Long Term Debt and Credit Facilities*. Following the guidance under ASC 805 total fair value of purchase consideration for the transaction was measured at \$32.3 million representing the 3,591,555 shares of Common Stock of the Company (the combined entity XBP Global Holdings, Inc.) previously issued to the stockholders of XBP Europe Holdings, Inc. The Company incurred \$0.1 million of equity issuance costs and \$0.2 million of debt issuance costs in connection with the Business Combination.

The acquired assets and assumed liabilities of XBP Europe Holdings, Inc. were recorded at their estimated fair values. The purchase price allocation for the Business Combination is preliminary and subject to change within the respective measurement period, which will not extend beyond one year from the acquisition date. Measurement period adjustments will be recognized in the reporting period in which the adjustment amounts are determined.

The following table summarizes the consideration paid for XBP Europe Holdings, Inc. by BPA for accounting purposes and the preliminary fair value of the assets acquired and liabilities assumed as of the Convenience Date, including adjustments made in the last three months of 2025 (measurement period adjustments) with a corresponding change to goodwill.

	Amounts Recognized as of Convenience Date (as previously reported)	Measurement Period Adjustments (a)	Amounts Recognized as of Convenience Date (as adjusted)
Cash and cash equivalents	\$ 1,485	\$ —	\$ 1,485
Accounts receivable	29,467	—	29,467
Inventory	4,292	—	4,292
Prepaid expenses and other current assets	6,824	2,174 (c)	8,998
Property, plant and equipment	14,156	—	14,156
Right-of-use assets	4,774	—	4,774
Deferred income tax assets	3,177	(2,347)(c)	830
Related party long term notes receivable	19,864	—	19,864
Other noncurrent assets	944	—	944
Intangible assets, net	38,360	—	38,360
Implied goodwill	55,847	109 (b),(c)	55,956
Total identifiable assets acquired	<u>\$ 179,190</u>	<u>\$ (64)</u>	<u>\$ 179,126</u>
Liabilities Assumed:			
Accounts payable	17,290	—	17,290
Related party payables	4,129	—	4,129
Accrued liabilities	24,946	3,739 (b),(c)	28,685
Accrued compensation and benefits	23,056	—	23,056
Customer deposits	378	—	378
Deferred revenue	5,123	—	5,123
Operating lease liabilities	4,828	—	4,828
Long-term debts	49,014	—	49,014
Related party notes payable	1,597	—	1,597
Deferred tax liabilities	3,525	—	3,525
Pension liabilities	11,141	(3,803)(b)	7,338
Other long-term liabilities	1,835	—	1,835
Total liabilities assumed	<u>\$ 146,862</u>	<u>\$ (64)</u>	<u>\$ 146,798</u>
Total Consideration	<u>\$ 32,328</u>	<u>\$ —</u>	<u>\$ 32,328</u>

- (a) The change in the estimated fair value is primarily to better reflect market participant assumptions about facts and circumstances existing as of the convenience date. The measurement period adjustments did not result from intervening events subsequent to the convenience date.
- (b) As adjusted, comprised of \$3.8 million decrease in pension liabilities and \$0.7 million increase in accrued liabilities due to pension related adjustments with a resulting \$3.1 million decrease in implied goodwill. This measurement period adjustment did not have a material impact on our earnings.
- (c) As adjusted, comprised of \$2.2 million increase in prepaid expenses and other current assets due to income tax receivables, \$3.0 million increase in accrued liabilities due to income tax payable, \$2.3 million decrease in net deferred income tax assets with a resulting \$3.2 million increase in implied goodwill. This measurement period adjustment did not have a material impact on our earnings.

The identifiable intangible assets include trade name and trademarks, customer relationships and internally developed software. Trade name and trademarks were valued using the Income Approach, specifically the RfR method. Customer relationships were valued using the Income Approach, specifically the Multi-Period Excess Earnings method. Internally developed software was valued based on the replacement cost method under the cost approach. All of these intangibles acquired represent a Level 3 measurement as they are based on unobservable inputs reflecting the Company's management's own assumptions about the inputs used in pricing the asset or liability at fair value.

	Weighted Average Useful Life (in years)	Fair value
Trade name and trademarks	8 years	\$ 9,030
Customer relationships	13 years	28,840
Internally developed software	5 years	490
		<u>\$ 38,360</u>

As of the date of the Business Combination, the weighted-average useful life of total identifiable intangible assets acquired in the Business Combination, excluding goodwill, is 11.7 years.

The Company expects to realize revenue synergies, leverage, brand awareness, stronger margins, greater free cash flow generation, and expand its existing sales channels, and utilize the existing workforce. The Company also anticipates opportunities for growth through the ability to leverage additional future services and capabilities. These factors, among others, contributed to a purchase price in excess of the estimated fair value of XBP Europe Holdings, Inc.'s identifiable net assets assumed, and as a result, the Company has recorded goodwill in connection with this acquisition. The Company engaged a third-party valuation firm to aid management in its analysis of the fair value of the assets and liabilities. All estimates, key assumptions, and forecasts were either provided by or reviewed by the Company.

Transaction Costs

The Company incurred approximately \$2.5 million in advisory, legal, accounting and management fees in conjunction with the Business Combination. These costs do not include the legal and other fees paid for the Restructuring as discussed in Note 1, *General*.

5. Intangible Assets and Goodwill

Intangible Assets

Intangible assets are stated at the Convenience Date fair values less accumulated amortization as of March 31, 2026 (Successor) and consist of the following:

	Successor		
	Consolidated		
	March 31, 2026		
	Gross Carrying	Accumulated	Intangible
	Amount (a)	Amortization	Asset, net
Customer relationships	\$ 292,844	\$ (17,716)	\$ 275,128
Trade names—indefinite-lived (b)	2,875	—	2,875
Trade names—others (c)	9,029	(752)	8,277
Outsourced contract costs	1,292	(255)	1,037
Internally developed software	39,913	(5,326)	34,587
Purchased software	15,009	(1,681)	13,328
Intangibles, net	<u>\$ 360,962</u>	<u>\$ (25,730)</u>	<u>\$ 335,232</u>

	Successor		
	Consolidated		
	December 31, 2025		
	Gross Carrying	Accumulated	Intangible
	Amount (a)	Amortization	Asset, net
Customer relationships	\$ 292,855	\$ (11,076)	\$ 281,779
Trade names—indefinite-lived (b)	2,875	—	2,875
Trade names—others (c)	9,029	(470)	8,559
Outsourced contract costs	1,133	(94)	1,039
Internally developed software	39,381	(3,311)	36,070
Purchased software	15,009	(1,251)	13,758
Intangibles, net	<u>\$ 360,282</u>	<u>\$ (16,202)</u>	<u>\$ 344,080</u>

- (a) Amounts include intangible assets acquired in business combinations and asset acquisitions.
- (b) The carrying amounts of trade names—indefinite-lived as of March 31, 2026 (Successor) and December 31, 2025 (Successor) represent indefinite-lived intangible assets and is net of accumulated impairment losses of \$0.
- (c) The carrying amount of trade names—others as of March 31, 2026 (Successor) and December 31, 2025 (Successor) represents definite-lived intangible asset and is net of accumulated impairment losses of \$0.

Aggregate amortization expense related to intangible assets was \$9.5 million for the three months ended March 31, 2026 (Successor). Aggregate amortization expense related to intangible assets was \$6.8 million for the three months ended March 31, 2025 (Predecessor).

Estimated intangibles amortization expense for the next five years and thereafter consists of the following:

	Estimated Amortization Expense
Remainder of 2026	\$ 28,440
2027	37,252
2028	37,252
2029	37,142
2030	33,698
2031 and thereafter	158,573
Total	\$ 332,357

Goodwill

The Company's operating segments are significant strategic business units that align its products and services with how it manages its business, approaches the markets and interacts with customers. The Company is organized into two segments: Applied Workflow Automation and Technology (See Note 14, *Segment Information*).

Goodwill by reporting segment consists of the following:

	Successor					Balances at March 31, 2026 (a)
	Consolidated					
	Balances at January 1, 2026 (a)	Additions	Deletions	Impairments	Currency Translation Adjustments	
Applied Workflow Automation	\$ 115,802	\$ —	\$ —	\$ —	\$ —	\$ 115,802
Technology	74,079	—	—	—	—	74,079
Total	\$ 189,881	\$ —	\$ —	\$ —	\$ —	\$ 189,881

	Successor					Balances at December 31, 2025 (a)
	Consolidated					
	Balances at August 1, 2025 (a)	Additions	Deletions	Impairments	Currency Translation Adjustments	
Applied Workflow Automation	\$ 356,777	\$ —	\$ (683)(b)	\$ (240,292)	\$ —	\$ 115,802
Technology	153,287	792 (b)	—	(80,000)	—	74,079
Total	\$ 510,064	\$ 792	\$ (683)	\$ (320,292)	\$ —	\$ 189,881

	Predecessor					Balances at July 31, 2025 (a)
	Combined and Consolidated					
	Balances at January 1, 2025 (a)	Additions	Deletions	Impairments	Currency Translation Adjustments	
Applied Workflow Automation	\$ 39,718	\$ —	\$ —	\$ —	\$ —	\$ 39,718
Technology	—	—	—	—	—	—
Total	\$ 39,718	\$ —	\$ —	\$ —	\$ —	\$ 39,718

(a) The goodwill amount for all periods presented is net of accumulated impairment amounts. Accumulated impairment relating to Applied Workflow Automation and Technology was \$240.3 million and \$80.0 million, respectively, at March 31, 2026 (Successor) and December 31, 2025 (Successor). Accumulated impairment relating to Applied Workflow Automation was \$309.3 million at January 1, 2025 (Predecessor).

(b) Additions/Deletions represent measurement period adjustments as discussed in Note 4, *Business Combination*.

6. Long-term Debt and Credit Facilities

Disclosure under this footnote should be read in conjunction with the “*Chapter 11 Reorganization*” disclosure included under Note 1, *General*.

July 2030 Notes

On July 29, 2025, Exela Technologies BPA, LLC and Exela Finance Inc., wholly-owned subsidiaries of the Company (for this purpose, together, the “2030 Notes Issuers”), certain guarantors and U.S. Bank Trust Company, National Association, as trustee, entered into an indenture (the “July 2030 Notes Indenture”) governing the Company’s 12.0% First-Priority Senior Secured Notes due 2030 (the “July 2030 Notes”). The Company issued approximately \$183.0 million aggregate principal amount of the July 2030 Notes pursuant to the Plan, which may be supplemented by additional issuances in accordance with the July 2030 Notes Indenture. In December 2025, the Company issued an additional \$4.0 million in aggregate of principal amount of the July 2030 Notes generating net proceeds of \$3.5 million. The July 2030 Notes bear interest at a fixed rate of 12.0% per annum, payable quarterly on January 15, April 15, July 15 and October 15 of each year, commencing January 15, 2026, and mature on July 15, 2030. Interest on overdue amounts accrues at the stated rate plus 2.0% per annum. \$187.0 million aggregate principal amount of the July 2030 Notes remained outstanding as of March 31, 2026.

The July 2030 Notes may be redeemed, in whole or in part, at the 2030 Notes Issuers’ option at any time, upon not less than 10 nor more than 30 days’ prior notice, at a redemption price equal to 100% of the principal amount redeemed plus accrued and unpaid interest to, but excluding, the redemption date. In addition, the July 2030 Notes are subject to repurchase requirements upon the occurrence of certain specified events, including upon a change of control, at 101% of principal plus accrued and unpaid interest and on certain asset sales or debt proceeds at 100% of principal plus accrued and unpaid interest.

The July 2030 Notes Indenture limits the ability of the 2030 Notes Issuers and the guarantors to incur additional debt, pay dividends or make other restricted payments, make certain investments, create or permit liens on assets, sell or dispose of assets, and enter into transactions with affiliates, in each case subject to specified exceptions. Events of default include the failure to pay principal, interest or other amounts when due, the failure to comply with covenants or other agreements in the July 2030 Notes Indenture, defaults on other material indebtedness of the 2030 Notes Issuers or the guarantors, certain bankruptcy or insolvency events, and the entry of material judgments against the 2030 Notes Issuers or the guarantors. If an event of default occurs and is continuing, the July 2030 Notes may be declared immediately due and payable, and in the case of bankruptcy or insolvency events, the July 2030 Notes automatically become immediately due and payable.

The obligations under the July 2030 Notes are fully and unconditionally guaranteed on a senior secured basis by the 2030 Notes Issuers’ U.S. subsidiary guarantors and are secured by liens on the collateral of the 2030 Notes Issuers and such guarantors, subject to permitted liens and the terms of the Super Senior, ABL and Equal Priority Intercreditor Agreements. Under these agreements, the ABL Lenders (as described below) hold first-priority liens on receivables, inventory, cash and related assets, while the Super Senior Term Loan Lenders (as described below) and July 2030 Noteholders hold junior liens on such assets. With respect to fixed assets, equity interests, intellectual property and related assets, the Super Senior Term Loan Lenders hold first-priority liens and July 2030 Noteholders share equal second-priority liens on a pari passu basis with holders of outstanding general unsecured claims in the Chapter 11 Cases, while the ABL Lenders hold junior liens.

Super Senior Term Loan

On July 29, 2025, Exela Technologies BPA, LLC and Exela Finance Inc. (for this purpose, together, the “Super Senior Term Loan Borrowers”), each subsidiary of Exela Technologies BPA, LLC, as guarantors, Ankura Trust Company, LLC, as administrative agent and collateral agent, and certain lenders (the “Super Senior Term Loan Lenders”) entered into a Financing Agreement (as amended, the “Super Senior Term Loan”), in accordance with the Plan. The Super Senior Term Loan provided for an aggregate principal amount of up to \$46.0 million in senior secured

term loans, consisting of (i) \$40.0 million in new-money term loans, used to refinance obligations under BPA's prepetition senior secured financing agreement and pay related fees and expenses, and (ii) \$6.0 million in term loans issued to DIP lenders in exchange for and in full satisfaction of \$10.0 million of DIP claims as contemplated by the Plan. On February 13, 2026, the Company entered into an amendment to the Super Senior Term Loan pursuant to which entities controlled by Avenue Capital Group, one of the three largest beneficial owners of the Company, agreed to extend incremental term loans in an aggregate principal amount of \$4.0 million for working capital and general corporate purposes, bringing total outstanding borrowings under the Super Senior Term Loan to \$50.0 million. Interest on the Super Senior Term Loan accrues, at the Super Senior Term Loan Borrowers' election, either (a) at the Reference Rate, meaning the greatest of 4.0% per annum, the Federal Funds Effective Rate plus 0.5% per annum, one-month Term SOFR plus 1.0% per annum, or the Wall Street Journal Prime Rate plus 10.7% per annum, or (b) at Term SOFR, subject to a 4.0% floor, plus 11.7% per annum. Interest on Reference Rate Loans is payable monthly in arrears, while interest on SOFR Loans is payable at the end of each applicable interest period. Upon the occurrence of an event of default, all outstanding amounts bear interest at the applicable rate plus 2.0% per annum, payable on demand.

As of March 31, 2026, there were borrowings of \$50.0 million outstanding under the Super Senior Term Loan. The Super Senior Term Loan is scheduled to mature on July 28, 2028. Voluntary prepayments are permitted at any time with five business days' notice, provided accrued interest is paid and, if applicable, a prepayment premium is payable at a rate of 2.0% if prepaid prior to the first anniversary of the Emergence Date, 1.0% if prepaid on or after the first anniversary but prior to the second anniversary, and 0% thereafter. In addition, the Super Senior Term Loan is subject to mandatory prepayments of principal with accrued interest in certain circumstances, including (a) 25.0% of annual Excess Cash Flow (beginning with the fiscal year ending December 31, 2026, payable within ten business days after delivery of annual financial statements), (b) 100% of net cash proceeds from non-permitted asset sales in excess of \$0.5 million in any fiscal year subject to reinvestment rights, (c) 100% of net cash proceeds from the issuance of indebtedness or equity securities (other than permitted issuances), and (d) certain extraordinary receipts, such as insurance recoveries and condemnation awards, subject to reinvestment rights. Upon the occurrence of an event of default such as payment defaults, covenant breaches, bankruptcy or insolvency, cross-defaults to other significant indebtedness, and judgment defaults, the obligations under the Super Senior Term Loan may be accelerated and become immediately due and payable.

The obligations under the Super Senior Term Loan are guaranteed on a joint and several basis by substantially all of the Super Senior Term Loan Borrowers' subsidiaries and are secured by a first-priority lien on substantially all of the assets of the Super Senior Term Loan Borrowers' and the guarantors, subject to permitted liens and the terms of the ABL Intercreditor Agreement (as described below) and that certain Super Senior Intercreditor Agreement. The Super Senior Term Loan contains customary affirmative and negative covenants, including limitations on additional indebtedness, the granting of liens, asset sales, restricted payments, affiliate transactions, and changes in business. It also includes a financial covenant requiring the Issuer to maintain the ratio of (a) Indebtedness to (b) Covenant Consolidated EBITDA of no greater than 1.00 to 1.00 based on the trailing 12 months ended as of the last day of the most recently ended fiscal quarter. The Super Senior Term Loan Borrowers are also required to maintain liquidity of at least \$2.0 million (or \$10.0 million after the incurrence of any Incremental Facility). The Super Senior Term Loan Borrowers were in compliance with such financial covenants as of March 31, 2026.

Second Lien Note

On February 27, 2023, BPA, through its subsidiary Exela Receivables 3, LLC, and BRF Finance Co., LLC entered into a Secured Promissory Note pursuant to which BPA borrowed \$31.5 million from BRF Finance Co., LLC secured by a second lien pledge of Exela Receivables 3, LLC, a subsidiary of BPA (as amended, the "Second Lien Note"). The Second Lien Note was originally scheduled to mature on June 17, 2025 and bears interest at a per annum rate of one-month Term SOFR plus 7.5%. On July 29, 2025, BPA entered into an Amended and Restated Second Lien Credit Agreement with BRF Finance Co., LLC. The amendment was executed in connection with BPA's emergence from the Chapter 11 Cases to align the terms of the Second Lien Note with the Company's new capital structure and intercreditor arrangements. The Second Lien Note matures on September 30, 2026.

The obligations under the Second Lien Note are fully and unconditionally guaranteed by certain subsidiaries of BPA and are secured by liens on BPA's and certain guarantors' assets, including accounts receivable, inventory, cash

and deposit accounts, equipment, real property, equity interests in subsidiaries, intercompany obligations, general intangibles, and other related assets. Pursuant to the ABL Intercreditor Agreement, BRF Finance Co., LLC's liens are subordinated to the liens securing the Company's senior debt facilities; specifically, the ABL Facility with respect to receivables, inventory, cash, and related assets, and the Super Senior Term Loan and July 2030 Notes with respect to fixed assets, equity interests, and other non-ABL assets. As a result, the obligations under the Second Lien Note are effectively second-priority liens behind the senior secured debt. The Second Lien Note requires the borrowers to maintain a minimum fixed charge coverage ratio, calculated on a trailing twelve-month basis. The minimum required ratio varies depending on the period: for the defined periods tested quarterly through December 31, 2025, and monthly from January 1, 2026, through June 30, 2026, the fixed charge coverage ratio must be not less than 0.85 to 1.00. Thereafter, for the defined periods tested monthly from July 1, 2026, through the maturity date, the fixed charge coverage ratio must be not less than 1.00 to 1.00. The Company was in compliance with such financial covenants as of March 31, 2026.

During the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July 31, 2025 (Predecessor), the Company repaid \$3.8 million and \$6.0 million, respectively, in principal amount of the Second Lien Note. During the three months ended March 31, 2026 (Successor), the Company repaid \$3.3 million principal amount of the Second Lien Note. The loss on early extinguishment of debt during the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor) totaled \$0 and \$0.1 million, respectively and represents write off of debt issuance costs. Loss on the early extinguishment of debt is reported within debt modification and extinguishment costs (gain), net within the Company's condensed consolidated and combined statements of operations. As of March 31, 2026 (Successor), there were borrowings of \$12.5 million outstanding under the Second Lien Note included in the current portion of long-term debt in the condensed consolidated balance sheet.

ABL Facility

On July 29, 2025, Exela Technologies BPA, LLC and certain of its subsidiaries (collectively, the "ABL Borrowers") entered into a \$150.0 million Asset-Based Lending Credit and Security Agreement (as amended, the "ABL Facility") with MidCap Funding IV Trust, as administrative and collateral agent (the "Agent"), and a syndicate of lenders (the "ABL Lenders"). The ABL Facility was executed in connection with BPA's emergence from the Chapter 11 Cases and provides for revolving commitments of up to \$150.0 million, with an option to increase to \$175.0 million through an additional tranche. The borrowing availability under the ABL Facility is limited to the lesser of (i) the aggregate revolving commitments and (ii) the borrowing base, which is calculated by reference to eligible billed and unbilled receivables, certain other receivables, eligible cash, and related assets, reduced by reserves established by the Agent. Borrowings under the ABL Facility bear an interest at Term SOFR plus an applicable margin ranging from 3.8% to 4.3%, depending on the ABL Borrowers' trailing twelve-month EBITDA, subject to a 1.0% SOFR floor. Interest is payable monthly, with a 2.0% default premium. In addition to interest, the ABL Borrowers are required to pay an unused commitment fee of 0.5% per annum on the average daily unused portion of the commitments, customary letter of credit fees on the face amount of each outstanding letter of credit, a collateral management fee payable to the Agent, and a minimum balance fee if borrowings under the ABL Facility fall below 20.0% of the Borrowing Base.

As of March 31, 2026 (Successor), there were borrowings of \$70.2 million outstanding under the ABL Facility. There were unamortized debt issuance costs of \$1.9 million on the ABL Facility as of March 31, 2026 included in other noncurrent assets on the condensed consolidated balance sheet. The ABL Facility matures on July 29, 2028, and may be prepaid at any time without penalty (other than breakage costs). Mandatory repayments are required from proceeds of dispositions of the ABL Priority Collateral, certain insurance proceeds, or upon acceleration following an event of default. The events of default include failure to pay principal, interest or fees when due; breaches of covenants or other material contractual obligations; materially inaccurate representations or warranties; failure to pay specified other indebtedness above \$25.0 million; bankruptcy or insolvency; final unsatisfied judgments; ERISA-related defaults; and a change in control.

The obligations under the ABL Facility are guaranteed on a joint and several basis by substantially all of the ABL Borrowers' U.S. subsidiaries. The liens securing the ABL Facility are subject to an Intercreditor Agreement (the "ABL Intercreditor Agreement") dated July 29, 2025, among MidCap Funding IV Trust, Ankura Trust Company, LLC, as Term Agent, BRF Finance Co., LLC, as Riley Agent, and U.S. Bank Trust Company, National Association, as July

2030 Notes Trustee. The ABL Intercreditor Agreement governs lien priorities including (i) relative priorities for the collateral securing the ABL Facility obligations, the Super Senior Term Loan obligations, the July 2030 Notes Indenture obligations and the Second Lien Note obligations; (ii) collateral priorities securing (a) any Second Lien Note obligations, (b) any Super Senior Term Loan obligations, (c) any July 2030 Notes Indenture obligations, or (d) any Excess ABL Debt; and (iii) prohibition on contesting liens. The ABL Facility is secured by a first-priority lien on certain ABL Priority Collateral (including receivables, cash, inventory, deposit accounts, and related assets) and a junior lien on certain Term Priority Collateral (as defined therein), subject to the ABL Intercreditor Agreement.

The ABL Facility includes customary affirmative covenants such as reporting, collateral maintenance, insurance, and inspections, and negative covenants, including restrictions on additional indebtedness, liens, asset sales, investments, affiliate transactions, and changes in business, with a minimum fixed charge coverage ratio. The ABL Facility requires the ABL Borrowers to maintain a minimum fixed charge coverage ratio, calculated on a trailing twelve-month basis. The fixed charge coverage ratio is defined as the ratio of EBITDA *less* Unfinanced Capital Expenditures *less* Capitalized Software Expenditures, to Fixed Charges (as such terms are defined in the ABL Facility). The minimum required ratio varies depending on the period: for the defined periods tested quarterly through December 31, 2025, and monthly from January 1, 2026 through June 30, 2026, the fixed charge coverage ratio must be not less than 0.85 to 1.00. Thereafter, for the defined periods tested monthly from July 1, 2026, through the maturity date, the fixed charge coverage ratio must be not less than 1.00 to 1.00. On March 6, 2026, the ABL Borrowers, the Agent and the ABL Lenders entered into a Limited Waiver and Third Amendment to the ABL Facility. Among other things, this amendment (i) eliminates a covenant requiring the ABL Borrower to maintain a minimum excess availability of \$7.5 million; (ii) implements a temporary availability block through June 30, 2026, which reduces borrowing capacity by the greater of \$3.75 million or 5.0% of the borrowing base if the ABL Borrower's fixed charge coverage ratio falls below 1.00 to 1.00; (iii) temporarily increases the advance rate for eligible investment grade billed accounts to 95.0% through September 30, 2026; (iv) adjusts the calculation of the borrowing base; (v) amends the mechanics governing the cash dominion period; and (vi) resets the deferred revolving loan origination fee. The Company was in compliance with such financial covenants as of March 31, 2026.

European Senior Credit Facilities Agreement

In June 2024, XBP Europe, Inc., a wholly owned subsidiary of the Company, together with certain other subsidiaries, entered into a Facilities Agreement (the "Facilities Agreement") with HSBC UK Bank plc ("HSBC") for a £15.0 million and €10.5 million secured credit facility consisting of (i) a single draw, secured Term Loan A facility in an aggregate principal amount of £3.0 million (the "2028 Term Loan A Facility"), (ii) a single draw, secured Term Loan B facility in an aggregate principal amount of €10.5 million (the "2028 Term Loan B Facility", collectively with the 2028 Term Loan A Facility, the "2028 Term Loan Facilities") and (iii) a multi-draw, multi-currency secured revolving credit facility in an aggregate principal amount of £12.0 million (the "Revolving Credit Facility"), and, together with the 2028 Term Loan Facilities, (the "European Senior Credit Facilities"). Pursuant to the original Facilities Agreement, the 2028 Term Loan Facilities mature on June 26, 2028, and the Revolving Credit Facility matures on June 26, 2027, with certain extension rights at the discretion of HSBC. Borrowings under the 2028 Term Loan A Facility, the 2028 Term Loan B Facility and Revolving Credit Facility bear interest at a rate per annum equal to the SONIA plus the applicable margin of 3.25%, Euro Interbank Offered Rate ("EURIBOR") plus the applicable margin of 3.25% and Reference Rate plus the applicable margin of 3.25%, respectively. "Reference Rate" for any period means (i) Secured Overnight Financing Rate ("SOFR") for funds extended in U.S. Dollars; (ii) the EURIBOR, for funds extended in Euros; (iii) the SONIA, for funds extended in Pounds Sterling; and the Stockholm Interbank Offered Rate ("STIBOR") for funds extended in Swedish Krona.

On July 25, 2025, an amendment to the Facilities Agreement was executed to permit the borrowing of an additional sum of €16.1 million, the equivalent of £14.0 million, under the Revolving Credit Facility. The drawdowns were made in Euro and used for general corporate purposes. This amendment extended the maturity of the Revolving Credit Facility to June 26, 2028, and updated certain definitions and covenants reflecting the Company's new corporate structure following the Business Combination as discussed in Note 4, *Business Combination*.

The European Senior Credit Facilities continue to be secured by first-ranking security interests over substantially all assets of XBP Europe, Inc. and other borrower and guarantor subsidiaries, including cash, receivables,

inventory, intercompany receivables, shares in subsidiaries, and related assets. The amendment added a new covenant restricting XBP Global Holdings, Inc., as the parent of XBP Europe, Inc., from providing certain guarantees or other credit support. Except as otherwise provided by applicable law, all obligations under the Facilities Agreement are jointly and severally unconditionally guaranteed by the European subsidiaries of XBP Europe, Inc.

The outstanding principal amount of the 2028 Term Loan A Facility is scheduled to be repaid in fifteen (15) equal quarterly installments of £150 thousand, which commenced September 30, 2024, with the remaining outstanding principal amount of £750 thousand payable at maturity along with accrued and unpaid interest. The outstanding principal amount of the 2028 Term Loan B Facility is scheduled to be repaid in fifteen (15) equal quarterly installments of €525 thousand, which commenced September 30, 2024, with the remaining outstanding principal amount of €2.6 million payable at maturity along with accrued and unpaid interest. The Company may, at any time, prepay the principal of the Senior Credit Facilities. Each prepayment shall be accompanied by the payment of accrued interest, without any premium or penalty. However, the Company is limited to a maximum of four voluntary prepayments of the Revolving Credit Facility within any consecutive twelve-month period. During the three months ended March 31, 2026 (Successor), the Company repaid \$0.8 million of outstanding principal amounts under the 2028 Term Loan A Facility and 2028 Term Loan B Facility. As of March 31, 2026 (Successor), the outstanding balance of the 2028 Term Loan A Facility, the 2028 Term Loan B Facility, and the Revolving Credit Facility was approximately \$2.6 million, \$7.8 million, and \$34.8 million, respectively.

The Facilities Agreement contains financial covenants including, but not limited to, (i) a consolidated total leverage ratio of not greater than 2.50 to 1.00 (with step-downs to (a) 2.25 to 1.00 starting January 1, 2025 and (b) 2.00 to 1.00 starting January 1, 2026); (ii) a cash flow coverage ratio of at least 1.10:1.00; and (iii) a consolidated interest coverage ratio of not less than 4.00 to 1.00. The Facilities Agreement and indenture governing the Senior Credit Facilities contains certain affirmative and negative covenants limiting the ability of the XBP Europe, Inc. to effect mergers and change of control events as well as certain other limitations, including limitations on (i) incurrence of additional indebtedness or liens, (ii) dispositions of assets, (iii) substantial changes of the general nature of the business, (iv) entering into restrictive agreements, (v) making certain investments, loans, advances, guarantees and acquisitions, (vi) prepaying certain indebtedness, (vii) the declaration and payment of dividends or other restricted payments, (viii) engaging in transactions with affiliates, or (ix) amending certain material documents. As of March 31, 2026, the Company was not in compliance with the consolidated total leverage ratio covenant and the consolidated interest coverage ratio covenant under the Facilities Agreement. On May 13, 2026, the Company obtained a formal waiver from the lender of all rights and remedies arising out of or in connection with the failure to meet the requirements of the consolidated total leverage ratio covenant and the consolidated interest coverage ratio covenant as of March 31, 2026. As of March 31, 2026, the Company was in compliance with all other affirmative and negative covenants under the Facilities Agreement pertaining to its financing arrangements.

BR Exar AR Facility

On February 12, 2024, certain of the Company's subsidiaries entered into a receivables purchase agreement with BR Exar, LLC ("BREL"), an affiliate of B. Riley Commercial Capital, LLC (as subsequently amended on various dates in connection with each monthly sale of certain existing receivables, up to and including December 31, 2025 (the "BR Exar AR Facility")). The Company received an aggregate of \$15.2 million and \$22.1 million, net of legal and other fees of \$1.8 million and \$1.6 million, respectively, under the BR Exar AR Facility during the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July 31, 2025 (Predecessor), respectively. Under the terms of the BR Exar AR Facility during the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July 31, 2025 (Predecessor), certain of the Company's subsidiaries agreed to sell certain existing receivables and all of their future receivables to BREL until such time as BREL shall have collected \$17.0 million and \$25.5 million, respectively, net of any costs, expenses or other amounts paid to or owing to the buyer under the agreement. BREL collected \$23.0 million and \$25.8 million under the BR Exar AR Facility during the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July 31, 2025 (Predecessor), respectively. As of December 31, 2025, there was a \$1.4 million of outstanding balance under the BR Exar AR Facility included in the current portion of long-term debt in the condensed consolidated balance sheet. During the three months ended March 31, 2026, BREL collected \$1.4 million under the BR Exar AR Facility. There was no amount outstanding under the BR Exar AR Facility as of March 31, 2026.

Under the BR Exar AR Facility, transfers of accounts receivable from certain of the Company's subsidiaries to BREL are treated as secured borrowings under ASC 860, *Transfers and Servicing* and are not accounted for as a reduction in accounts receivable. Accordingly, the Company treated total of \$0 and \$0.1 million of legal fee and other expense incurred under the BR Exar AR Facility as debt issuances cost, and \$0 and \$0.4 million of difference between the net proceeds received by the Company and total amount collected by BREL under the BR Exar AR Facility as original issue discount during the three months ended March 31, 2026 (Successor) and 2025 (Predecessor). Amortizations of the debt issuance cost and original issue discount relating to the BR Exar AR Facility are included in interest expense, net in the condensed consolidated and combined statements of operations.

Amended BR Exar AR Facility

On January 21, 2026, certain of the Company's subsidiaries entered into an Amended and Restated Receivables Purchase Agreement with BREL (as subsequently amended on February 10, 2026 and March 27, 2026 (the "Amended BR Exar AR Facility")), pursuant to which they agreed to sell certain existing receivables and all of their future receivables to BREL until such time as BREL shall have collected \$20.0 million, net of any costs, expenses or other amounts paid to or owing to the buyer under the agreement. The Company received \$19.5 million, net of amendment and legal fees of \$0.5 million, in cash consideration for sale of these receivables under the Amended BR Exar AR Facility during the three months ended March 31, 2026 (Successor). As of March 31, 2026, the Company accrued \$1.0 million of unpaid amendment fee for the amendment executed on March 27, 2026. During the period January 1, 2026 through March 31, 2026, BREL collected \$10.3 million of outstanding principal amount under the Amended BR Exar AR Facility. There was \$9.7 million outstanding under the Amended BR Exar AR Facility as of March 31, 2026 (Successor).

Under the Amended BR Exar AR Facility, transfers of accounts receivable from certain of the Company's subsidiaries to BREL are treated as secured borrowings under ASC 860, *Transfers and Servicing* and are not accounted for as a reduction in accounts receivable. Accordingly, the Company treated a total of \$1.5 million of amendment and legal fees incurred under the Amended BR Exar AR Facility as debt issuances cost during the three months ended March 31, 2026 (Successor). Amortizations of the debt issuance cost and original issue discount relating to the Amended BR Exar AR Facility are included in interest expense, net in the condensed consolidated and combined statements of operations.

Amended Factoring Agreement

On September 15, 2023, certain European subsidiaries of the Company entered into an amendment to a secured borrowing facility (the "Amended Factoring Agreement") for a non-recourse factoring program pursuant to which an unrelated third party (the "Factor") purchases certain approved and partially approved accounts receivables (as defined in the Amended Factoring Agreement) from certain subsidiaries of the Company (the "Relevant Entities") up to a maximum amount of €15.0 million while assuming the risk of non-payment on the purchased accounts receivables up to the level of approval. The Relevant Entities have no continuing involvement in the transferred accounts receivable, other than collection and administrative responsibilities and, once sold, the accounts receivable are no longer available to satisfy creditors of the relevant entities.

The Company accounts for the transactions under the Amended Factoring Agreement as a sale under ASC 860, and as an off-balance sheet arrangement. Net funds received from the transfers reflect the face value of the account less a fee, which is recorded as an increase to cash and a reduction to accounts receivable outstanding in the condensed consolidated balance sheets. The Company reports the cash flows attributable to the sale of accounts receivables to the Factor and the cash receipts from collections made on behalf of and paid to the Factor under the Amended Factoring Agreement, on a net basis as trade accounts receivables in cash flows from operating activities in the Company's consolidated statements of cash flows.

As of March 31, 2026, the Company's outstanding factored accounts receivable totalled approximately \$3.3 million pursuant to the Amended Factoring Agreement, representing the face value of the factored invoices. The Company recognizes factoring costs upon disbursement of funds. The Company incurred a loss on sale of accounts receivables including expenses pursuant to the Amended Factoring Agreement totalling approximately \$0.1 million for

the three months ended March 31, 2026 (Successor), which is presented in selling, general and administrative expenses on the condensed consolidated statement of operations.

Long-Term Debt Outstanding

As of March 31, 2026 (Successor), and December 31, 2025 (Successor), the following debt instruments were outstanding:

	Successor	
	Consolidated	
	March 31, 2026	December 31, 2025
Other (a)	\$ 8,534	\$ 14,921
Secured borrowings under BR Exar AR Facility (b)	8,965	1,257
Second Lien Note maturing September 30, 2026 (c)	12,225	15,775
2028 Term Loan Facilities maturing June 26, 2028 (d)	9,906	10,862
Revolving Credit Facility maturing in June 26, 2028	34,849	35,563
Super Senior Term Loan maturing July 28, 2028 (e)	49,961	45,957
ABL Facility maturing July 29, 2028	70,209	76,753
July 2030 Notes maturing July 15, 2030 (f)	186,558	186,513
Total debt	381,207	387,601
Less: Current portion of long-term debt	(32,260)	(34,334)
Long-term debt, net of current maturities	\$ 348,947	\$ 353,267

- (a) Other debt represents outstanding loan balances associated with various hardware and software purchases, and maintenance and leasehold improvements, along with other loans entered into by subsidiaries of the Company.
- (b) Net of unamortized debt issuance cost of \$0.7 million and \$0.2 million as of March 31, 2026 and December 31, 2025, respectively.
- (c) Net of unamortized debt issuance costs of \$0.3 million and \$0 as of March 31, 2026 and December 31, 2025, respectively.
- (d) Net of unamortized debt issuance costs of \$0.5 million and \$0.6 million as of March 31, 2026 and December 31, 2025, respectively.
- (e) Net of unamortized debt issuance costs of less than \$0.1 million as of March 31, 2026 and December 31, 2025.
- (f) Net of unamortized debt issuance costs of \$0.4 million and \$0.5 million as of March 31, 2026 and December 31, 2025, respectively and net of \$14.0 million of principal amount of July 2030 Notes internally held by a subsidiary of the Company as of March 31, 2026 and December 31, 2025.

As of March 31, 2026 (Successor), maturities of long-term debt are as follows:

	Maturity
Remainder of 2026	\$ 32,729
2027	3,655
2028	159,871
2029	—
2030	186,987
Thereafter	—
Total long-term debt	383,242
Less: Unamortized original issue discount and debt issuance cost	(2,035)
	\$ 381,207

7. Income Taxes

The Company applies an estimated annual effective tax rate (“ETR”) approach for calculating a tax provision for interim periods, as required under GAAP. The Company recorded an income tax benefit of \$(1.4) million and income tax expense of \$2.0 million for the three months ended March 31, 2026 (Successor) and 2025 (Predecessor), respectively.

The Company's ETR for the three months ended March 31, 2026 (Successor) is 5.0%. The Successor's ETR differed from the expected U.S. statutory tax rate of 21% and was primarily impacted by federal and state change in valuation allowance on disallowed interest coupled with change in valuation allowance related to foreign current year NOL.

The Company's ETR of 4.9% for the three months ended March 31, 2025 (Predecessor) differed from the expected U.S. statutory tax rate of 21.0% and was primarily impacted by permanent tax adjustments, state and local current tax expense, foreign operations, and valuation allowances, including valuation allowances on a portion of the Company's deferred tax assets on U.S. disallowed interest expense carryforwards under the provisions of The Tax Cuts and Jobs Act (“TCJA”).

As of March 31, 2026, there were no material changes to either the nature or the amounts of the uncertain tax positions previously determined for the year ended December 31, 2025. The Organization of Economic Co-operating and Development has reached agreement on Pillar Two Model Rules (“Pillar Two”) to implement a minimum 15.0% tax rate on certain multinational companies. Participating countries are in various stages of proposing and enacting tax laws to implement the Pillar Two framework. The Company determined the Pillar Two rules did not have a material impact on the Company's taxes for the three months ended March 31, 2026 (Successor) and will continue to evaluate the impact of these proposals and legislative changes as new guidance emerges.

8. Employee Benefit Plans

All of the pension plans discussed below pertain to the Company's European subsidiaries, which were deemed to be acquired as part the Business Combination (Refer to Note 4, *Business Combination*).

U.K. Pension Plan

Two of the Company's subsidiaries in the United Kingdom provide pension benefits to certain retirees and eligible dependents. Employees eligible for participation included all full-time regular employees who were more than three years from retirement prior to October 2001. A retirement pension or a lump-sum payment may be paid dependent upon length of service at the mandatory retirement age. The Company accrues the cost of these benefits over the service lives of the covered employees based on an actuarial calculation. The Company uses a December 31 measurement date for this plan. No new employees are registered under this plan and the pension obligation for the existing participants of the plan is calculated based on actual salary of the participants at the earlier of two dates, the participant's leaving the Company or March 31, 2015. The expected rate of return assumptions for plan assets relate solely to the UK plan and are based mainly on historical performance achieved over a long period of time (15 to 20 years) encompassing many business and economic cycles.

German Pension Plan

XBP Global's subsidiary in Germany, Exela Technologies ECM Solutions GmbH, provides pension benefits to certain retirees. Employees eligible for participation include all employees who started working for the Company or its predecessors prior to September 30, 1987 and have finished a qualifying period of at least 10 years. The Company accrues the cost of these benefits over the service lives of the covered employees based on an actuarial calculation. The Company uses a December 31 measurement date for this plan. The German pension plan is an unfunded plan and therefore has no plan assets. No new employees are registered under this plan and the participants who are already eligible to receive benefits under this plan are no longer employees of the Company.

Norway Pension Plan

The Company's subsidiary in Norway provides pension benefits to eligible retirees and eligible dependents. Employees eligible for participation include all employees who were more than three years from retirement prior to March 2018. The Company accrues the cost of these benefits over the service lives of the covered employees based on an actuarial calculation. The Company uses a December 31 measurement date for this plan. No new employees are registered under this plan and the pension obligation for the existing participants of the plan is calculated based on actual salary of the participants at the earlier of two dates, the participants leaving the Company's subsidiary or April 30, 2018.

Asterion Pension Plan

In 2018, Exela Technologies Holding GmbH, acquired the obligation to provide pension benefits to eligible retirees and eligible dependents. Employees eligible for participation included all full-time regular employees who were more than three years from retirement prior to July 2003. A retirement pension or a lump-sum payment may be paid dependent upon length of service at the mandatory retirement age. The Company accrues the cost of these benefits over the service lives of the covered employees based on an actuarial calculation. The Company uses a December 31 measurement date for this plan. No new employees are registered under this plan and the pension obligation for the existing participants of the plan is calculated based on actual salary of the participants at the earlier of two dates, the participant's leaving the Company or April 10, 2018.

Tax Effect on Accumulated Other Comprehensive Loss

As of March 31, 2026, the Company recorded \$1.6 million of actuarial gain.

Pension Expense

The components of the net periodic benefit cost for the three months ended March 31, 2026 (Successor) are as follows:

	Successor Consolidated Three Months Ended March 31, 2026
Service cost	\$ 21
Interest cost	835
Expected return on plan assets	(859)
Amortization:	
Amortization of net loss	295
Net periodic (benefit) cost	<u>\$ 292</u>

The Company records pension interest cost within interest expense, net. Expected return on plan assets, amortization of prior service costs, and amortization of net losses are recorded within other expense (income), net. Service cost is recorded within cost of revenue.

Employer Contributions

XBP Global's funding of employer contributions is based on governmental requirements and differs from those methods used to recognize pension expense. The Company made contributions of \$0.2 million to its pension plans for the three months ended March 31, 2026 (Successor). The Company expects to fund the pension plans with the required contributions for 2026 based on current plan provisions.

9. Commitments and Contingencies

Litigation

The Company is, from time to time, involved in certain legal proceedings, inquiries, claims and disputes, which arise in the ordinary course of business. Although management cannot predict the outcomes of these matters, management does not believe any of these actions that are currently pending will have a material, adverse effect on the Company's condensed consolidated balance sheets, condensed consolidated and combined statements of operations or condensed consolidated and combined statements of cash flows.

Contract-Related Contingencies

The Company has certain contingent obligations that arise in the ordinary course of providing services to its customers. These contingencies are generally the result of contracts that require the Company to comply with certain performance measurements or the delivery of certain services to customers by a specified deadline. The Company believes the adjustments to the transaction price, if any, under these contract provisions will not result in a significant revenue reversal or have a material adverse effect on the Company's condensed consolidated balance sheets, condensed consolidated statements of operations, condensed consolidated statements of comprehensive loss or condensed consolidated statements of cash flows.

10. Fair Value Measurement

Assets and Liabilities Measured at Fair Value

The carrying amount of assets and liabilities including current portion of other debt approximated their fair value as of March 31, 2026 and December 31, 2025, due to the relatively short maturity of these instruments. Management estimated the fair values of the Company's July 2030 Notes at approximately 86.1% and 87.9% of the principal balance outstanding as of March 31, 2026 (Successor) and December 31, 2025 (Successor). The fair values of secured borrowings under the Amended BR Exar AR Facility, the Second Lien Note, the Super Senior Term Loan, the ABL Facility, the 2028 Term Loan Facilities and the Revolving Credit Facility are equal to their respective carrying values. Other debt represents the Company's outstanding loan balances associated with various hardware, software purchases, maintenance and leasehold improvements along with other loans entered into by subsidiaries of the Company and as such, the cost incurred would approximate fair value. Property and equipment, intangible assets, capital lease obligations, and goodwill are not required to be re-measured to fair value on a recurring basis. These assets are evaluated for impairment if certain triggering events occur. If such evaluation indicates that impairment exists, the respective asset is written down to its fair value.

The Company determined the fair value of its long-term debt and current portion of long-term debt using Level 2 inputs, including any recent issuance of the debt, the Company's credit rating, and the current market rate.

The Company determined the fair value of Private Warrants liability of the Company included in the other long-term liabilities in the condensed consolidated balance sheets as of March 31, 2026 under Level 3 fair value measurement using the Black-Scholes option pricing model.

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The following table provides the carrying amounts and estimated fair values of the Company’s financial instruments as of March 31, 2026 (Successor) and December 31, 2025 (Successor):

As of March 31, 2026	Successor				
	Consolidated				
	Carrying Amount	Fair Value	Fair Value Measurements		
Level 1			Level 2	Level 3	
Long-term debt	\$ 348,947	\$ 322,987	\$ —	\$ 322,987	\$ —
Current portion of long-term debts	32,260	32,260	—	32,260	—
Private Warrants liability	5	5	—	—	5

As of December 31, 2025	Successor				
	Consolidated				
	Carrying Amount	Fair Value	Fair Value Measurements		
Level 1			Level 2	Level 3	
Long-term debt	\$ 353,267	\$ 330,699	\$ —	\$ 330,699	\$ —
Current portion of long-term debts	34,334	34,334	—	34,334	—
Private Warrants liability	3	3	—	—	3

The significant unobservable inputs used in the fair value of the Private Warrants liability of the Company are assumptions related to the inputs of exercise price, fair value of the underlying Common Stock, risk-free interest rate, expected term, expected volatility, and expected dividend yield. Significant increases (decreases) in the discount rate would have resulted in a lower (higher) fair value measurement. Significant increases (decreases) in the forecasted financial information would have resulted in a higher (lower) fair value measurement. For all significant unobservable inputs used in the fair value measurement of the Level 3 liabilities, a change in one of the inputs would not necessarily result in a directionally similar change in the fair value.

The following table reconciles the beginning and ending balances of net assets and liabilities classified as Level 3 for which a reconciliation is required:

	Successor
	Consolidated
	Three Months Ended March 31, 2026
Balance as at January 1	\$ 3
Change in the fair value of the Private Warrants liability	2
Balance as at March 31	5

11. Stock-Based Compensation

XBP 2024 Stock Incentive Plan

On June 13, 2024, the stockholders of XBP Europe Holdings, Inc. (the legal acquirer under the Business Combination) approved and adopted XBP Europe Holdings, Inc.’s 2024 Stock Incentive Plan (the “XBP 2024 Equity Plan”) at the 2024 Annual Meeting of Stockholders. The XBP 2024 Equity Plan was subsequently amended following stockholder approval on July 25, 2025, to authorize additional shares, and continues to be effective after the Business Combination. Under the XBP 2024 Equity Plan, subject to adjustment for certain changes in capitalization or other corporate events, the Company has been authorized to issue up to 1,727,187 shares of common stock, which may be granted to eligible participants in furtherance of the Company’s broader compensation strategy and philosophy, of which 1,283,785 shares remain available for issuance (including 256,166 shares subject to outstanding awards), as of March 31, 2026. Awards under the 2024 Equity Plan are granted upon terms approved by the Company’s Compensation Committee and set forth in an award agreement or other evidence of an award.

Restricted Stock Unit

Restricted stock unit awards generally vest ratably over a one (1) year to three (3) year period. Restricted stock units are subject to forfeiture if employment or service terminates prior to vesting and are expensed ratably over the vesting period.

A summary of restricted stock unit activities under the XBP 2024 Equity Plan for the three months ended March 31, 2026 (Successor) is summarized in the following table:

	Number of Units	Weighted Average Grant Date Fair Value	Average Remaining Contractual Life (Years)
Outstanding Balance as of January 1, 2026 (Successor)	278,212	\$ 9.96	1.12
Granted	—	—	—
Forfeited	—	—	—
Vested	(22,046)	13.30	—
Outstanding Balance as of March 31, 2026 (Successor)	256,166	\$ 9.67	0.62

All of the RSUs that vested in the first quarter of 2026 were net-share settled such that the Company withheld shares with value equivalent to the employee's minimum statutory obligation for applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities. The total shares withheld were 9,430 shares and were based on the value of the RSUs on their respective vesting dates as determined by the Company's closing stock price. Total payment for the employee's tax obligations to taxing authorities were approximately \$0.1 million and is reflected as a financing activity within the condensed consolidated statement of cash flows for the three months ended March 31, 2026 (Successor).

As of March 31, 2026 (Successor), there was \$0.9 million of total unrecognized compensation expense related to non-vested restricted stock unit awards under the XBP 2024 Equity Plan, which will be recognized over the respective service period. Stock-based compensation expense is recorded within selling, general, and administrative expenses. The Company incurred total compensation expense of \$0.5 million related to restricted stock unit awards under the XBP 2024 Equity Plan for the three months ended March 31, 2026 (Successor).

Options

Under the XBP 2024 Equity Plan, stock options are granted at a price per share not less than 100% of the fair market value per share of the underlying stock at the grant date. The vesting period for each option award is established on the grant date, and the options generally expire ten (10) years from the grant date. Stock options granted under the 2024 Plan generally require not less than a four (4) year ratably vesting period. There was no stock option activity for the three months ended March 31, 2026 and no stock options outstanding as of March 31, 2026 under the XBP 2024 Equity Plan.

12. Stockholders' Equity and Warrants

The following description summarizes the material terms and provisions of the securities that the Company has authorized.

Preferred Stock — The Company is authorized to issue up to 20,000,000 shares of preferred stock with a par value of \$0.0001 per share. As of March 31, 2026, there were no shares of preferred stock issued or outstanding.

Common Stock — The Company is authorized to issue up to 400,000,000 shares of Common Stock with a par value of \$0.0001 per share. Each holder of Common Stock will be entitled to one (1) vote in person or by proxy for each share of the Common Stock. The holders of shares of Common Stock do not have cumulative voting rights. As of March 31, 2026, there were 11,768,050 shares of Common Stock issued and outstanding.

Warrants — As of March 31, 2026, the Company had the following warrants to purchase Common Stock outstanding:

	Number of Warrants	Common Stock Underlying Warrants	Exercise Price Per Share	Expiration
Private Placement Warrants	135,000	13,500	115.00	11/29/2028
Forward Purchase Warrants	250,000	25,000	115.00	11/29/2028
Public Warrants	6,249,980	624,998	115.00	11/29/2028
ETI Warrants	6,632,418	663,242	49.80	07/29/2030
Total	<u>13,267,398</u>	<u>1,326,740</u>		

Public Warrants

The Public Warrants qualify for the derivative scope exception under ASC 815 and are therefore classified as equity on the condensed consolidated balance sheets. Every ten warrants may be exercised for one whole share of Common Stock at a price of \$115.00 per share. No fractional shares will be issued upon exercise of the Public Warrants. The Public Warrants are currently exercisable and will expire November 29, 2028, or earlier upon redemption or liquidation.

The Company may redeem the outstanding Public Warrants if the price per share of common stock equals or exceeds \$180.00 (except as described with respect to the Private Placement Warrants and Forward Purchase Warrants):

- in whole and not in part;
- at a price of \$0.01 per Warrant;
- upon not less than 30 days' prior written notice of redemption to each warrant holder; and
- if, and only if, the closing price of the Common stock equals or exceeds \$180.00 per share (as adjusted) for any of 20 trading days within a 30-trading day period and ending three trading days before the Company sends the notice of redemption to the warrant holders.

If and when the Public Warrants become redeemable by the Company, the Company may not exercise its redemption right if the issuance of shares of Common Stock upon exercise of the Public Warrants is not exempt from registration or qualification under applicable state blue sky laws or the Company is unable to affect such registration or qualification.

Private Placement and Forward Purchase Warrants

The Private Placement and Forward Purchase Warrants (together "Private Warrants") meet the definition of a derivative; however, they do not meet the equity scope exception in ASC 815 and are therefore classified as a liability. The Private Warrants are identical to the Public Warrants, except that so long as they are held by CFAC Holdings VIII, LLC (an affiliate of Cantor Fitzgerald) or any Permitted Transferees, as applicable, the Private Warrants (i) may be exercised for cash or on a cashless basis, and (ii) shall not be redeemable by the Company,

Upon exercise of each of the Public Warrants and Private Warrants, the exercise price and number of shares of Common Stock issuable may be adjusted in certain circumstances including in the event of a stock dividend, a

consolidation, combination, reverse stock split or reclassification of shares of Common Stock. Private warrants' liability is included within other long-term liabilities on the condensed consolidated balance sheets.

ETI Warrants

On July 29, 2025, the Company issued Common Stock purchase warrants to certain subsidiaries of ETI which entitles them to purchase 663,242 shares of Common Stock of the Company for an exercise price of \$49.80 per share (the "ETI Warrants"). The ETI Warrants qualify for the derivative scope exception under ASC 815 and are therefore classified as equity on the condensed consolidated balance sheets. No fractional shares will be issued upon exercise of the ETI Warrants. The ETI Warrants are currently exercisable and will expire on July 29, 2030. The ETI Warrants are not traded as of March 31, 2026 and are not subject to redemption by the Company.

13. Related-Party Transactions

Successor

Relationship with HandsOn Global Management

Par Chadha, the Chairman of the Company's board of directors, and Andrej Jonovic, Chief Executive Officer of the Company and a director, are affiliated with HandsOn Global Management LLC (together with affiliated entities managed by HandsOn Global Management LLC, "HGM").

On January 1, 2015, the Company, through one of its subsidiaries, entered into a master agreement with Rule 14, LLC, a portfolio company of HGM. In addition, the Company is party to ten master agreements with entities affiliated with HGM's managed funds, each of which were entered into during 2015 and 2016 (collectively, with the agreement with Rule 14, LLC, the "Master Agreements"). Each of the Master Agreements provides the Company with use of certain technology and services and includes a reseller arrangement pursuant to which the Company was entitled to sell these services to third parties. Twenty-five percent (25%) of any revenue earned by the Company from such third-party sales is to be shared with the applicable HGM's venture affiliate. There are various applications subject to arrangements under the Master Agreements, and the Company has the license to use and resell such applications, as provided for in the Master Agreements. The Company incurred total expenses of approximately \$1.2 million for the three months ended March 31, 2026 (Successor) for outsourced digital document processing services, workflow automation services, and software platform subscriptions services provided under these Master Agreements. The majority of these costs were attributable to: (i) workflow automation services related to automated document control and field mapping for specialized medical and financial records, (ii) enterprise platform subscriptions including licensing, custom reporting, and subscription fees for proprietary enterprise systems namely the Athena platform and the Peri platform, and (iii) information technology (IT) infrastructure services—onshore and offshore support services for the core platforms (Athena, Peri, Speakup, and Spring) including charges for change requests, hosting and Amazon Web Services ("AWS"). The Company earned no revenue from third-party sales under the reseller arrangement contemplated by the Master Agreements for the three months ended March 31, 2026 (Successor).

An operating subsidiary of the Company leased an operating facility from HandsOn Global Management (HGM) Limited (f/k/a HOV Services Limited)("HGM India"), which is an HGM affiliate. The rental expense for this operating lease (the "HOV Lease") was less than \$0.1 million for the three months ended March 31, 2026 (Successor). In addition, HGM India provides the Company data capture and technology services. The expense recognized for these services was approximately \$0.2 million for the three months ended March 31, 2026 (Successor). These expenses are included in related party expense in the condensed consolidated statement of operations.

On October 27, 2025, the Company, through one of its subsidiaries, entered into an assignment and assumption agreement with HGM to assign certain portion of its right, title and interest in a building lease to HGM. The rental income from this lease (the "Assigned Lease") was less than \$0.1 million for the three months ended March 31, 2026 (Successor).

On February 5, 2025, the Company entered into a service agreement with Nventr, LLC, a portfolio company of HGM, that provides AI analytics solutions (the "Nventr Agreement"). The Company incurred an expense of \$0.3 million for the three months ended March 31, 2026 (Successor), in related party expenses for these services within the condensed

consolidated statement of operations. The Company capitalized less than \$0.1 million towards solutioning work under the Nventr Agreement for the three months ended March 31, 2026 (Successor).

On February 18, 2025, the Company entered into a service agreement with HGM India, to help mitigate the risk of service disruption from the Chapter 11 Cases on the Predecessor by providing an alternate source for certain business process outsourcing, management, and financial transaction processing solutions. The Company incurred an expense of \$0.8 million for the three months ended March 31, 2026 (Successor), in related party expenses within the condensed consolidated statements of operations.

On February 10, 2026, the Company, through one of its subsidiaries, entered into a Master Services Agreement and Mailroom Services Statement of Work with HealthAxis Group LLC, which is an HGM affiliate. Under the agreements, the Company shall provide mailroom, document scanning, indexing, secure electronic delivery, and ten year archival services to HealthAxis from one of its facilities. The Master Services Agreement has an initial term of three years with automatic one year renewals and may be terminated by either party for convenience. Pricing is tiered based on annual image volume, subject to a \$7,500 monthly minimum and an annual cost-of-living adjustment. For the three months ended March 31, 2026, the Company recognized no revenue under these agreements.

In the aggregate, for the three months ended March 31, 2026 (Successor), the Company incurred approximately \$2.6 million in expenses and recognized less than \$0.1 million in revenues under the arrangements described in this section.

Related-party Indebtedness

As of March 31, 2026, funds managed by Gates Capital Management, Inc. and Avenue Capital Group, each of which is affiliated with beneficial holders of 10% or more of the Company's outstanding Common Stock, are lenders under the Company's Super Senior Term Loan. The aggregate principal amounts of Super Senior Term Loan held by funds managed by Gates Capital Management, Inc. and Avenue Capital Group were approximately \$39.0 million and \$5.0 million, respectively, as of March 31, 2026. The terms of the Super Senior Term Loan, including interest rate, maturity, and security provisions, are identical for all lenders and were established through the Plan in connection with the Restructuring. For a description of the Super Senior Term Loan, refer to Note 6, *Long-term Debt and Credit Facilities*.

Predecessor

Relationship with HandsOn Global Management

The Predecessor incurred fees relating to the Master Agreements of \$1.7 million for the three months ended March 31, 2025 (Predecessor). The Predecessor earned no revenue from third-party sales under the reseller arrangement contemplated by the Master Agreements for the three months ended March 31, 2025 (Predecessor).

The rental expense for the HOV Lease was less than \$0.1 million for the three months ended March 31, 2025 (Predecessor). In addition, HGM India provided the Predecessor data capture and technology services. The expense recognized for these services was approximately \$0.7 million for the three months ended March 31, 2025 (Predecessor). These expenses are included in related party expense in the condensed consolidated and combined statements of operations.

On September 1, 2024, the Company, through one of its subsidiaries, entered into a master services agreement with Aideo Technology LLC (“Aideo”) an affiliate of HGM, wherein the Company agreed to provide medical coding services to Aideo. On October 1, 2024, the Company, through one of its subsidiaries, entered into another master services agreement with Aideo wherein the Company agreed to provide the management of AWS hosting services to Aideo (together with the initial Aideo Agreement, the “Aideo Agreements”). For the three months ended March 31, 2025 (Predecessor), the Predecessor recognized \$0.1 million of revenue under the Aideo Agreements.

In aggregate, for the three months ended March 31, 2025 (Predecessor), the Predecessor incurred approximately \$2.5 million in expenses and recognized approximately \$0.1 million in revenues under the arrangements described in this section.

Transactions between the Predecessor and XBP Europe Holdings, Inc.

XBP Europe Holdings, Inc. (together with its subsidiaries, “XBP Europe”) was a subsidiary of ETI and an affiliate of the Predecessor until the Business Combination. Historically, XBP Europe and its predecessor entities and subsidiaries were managed and operated in the ordinary course of business with other subsidiaries of ETI including the Predecessor. Below are the transactions that occurred between the Predecessor and XBP Europe during the three months ended March 31, 2025 (Predecessor).

Purchase of Products and Services: the Predecessor purchased products and services from XBP Europe for which \$0.1 million in related party expense is reflected in the condensed consolidated and combined statements of operations for the three months ended March 31, 2025 (Predecessor).

Shared Service Center Costs: the historical costs and expenses of XBP Europe include costs for certain shared service functions historically provided by the Predecessor, including, but not limited to accounting and finance, IT and business process operations. Where possible, these charges were allocated based on full-time equivalents (FTEs), formal agreements between the Predecessor and XBP Europe, or other allocation methodologies that Management determined to be a reasonable reflection of the utilization of services provided or the benefit received by XBP Europe and the costs of operating XBP Europe during the periods presented. The allocated shared service expenses and general corporate expenses for the three months ended March 31, 2025 (Predecessor) were \$0.8 million, and are included in the related party revenue in the condensed consolidated and combined statements of operations. In the opinion of management of the Predecessor and XBP Europe, the expense and cost allocations had been determined on a basis considered to be a reasonable reflection of the utilization of services provided or the benefit received by XBP Europe during 2025. The amounts that would have been, or will be incurred, on a stand-alone basis could differ from the amounts allocated due to economies of scale, difference in management judgment, a requirement for more or fewer employees or other factors. Management does not believe, however, that it is practicable to estimate what these expenses would have been incurred had XBP Europe operated as an independent entity, including any expenses associated with obtaining any of these services from the Predecessor. In addition, the future results of operations, financial position and cash flows could differ materially from the historical results presented herein.

Service Fee: the Predecessor provided certain management services to XBP Europe pursuant to a services agreement, including sales of certain hardware, operations delivery, finance, accounting, human resource and technology support services. The Predecessor earned total fees of \$0.7 million for these services for the three months ended March 31, 2025 (Predecessor).

Notes Receivable: The Predecessor entered into four intercompany loan agreements (“Related Party Notes Receivable”) with XBP Europe. Three of the notes were dated September 4, 2023 (and subsequently amended on September 15, 2023) and one note was dated September 15, 2023. The Related Party Notes Receivable had a ten-year term and bore annual interest of 6.0%, due at the end of the term. There were \$1.5 million of Related Party Notes Receivable outstanding as of March 31, 2025 (Predecessor). The condensed combined and consolidated statements of operations includes less than \$0.1 million of related party interest income for the three months ended March 31, 2025 (Predecessor) in the interest expense, net.

In aggregate, for the three months ended March 31, 2025 (Predecessor), the Predecessor incurred approximately \$0.1 million in expenses and recognized approximately \$0.7 million in revenues under the arrangements described in this section. Allocated shared service expenses and general corporate expenses for the three months ended March 31, 2025 (Predecessor) were \$0.8 million recorded as revenues. Interest income on Related Party Notes Receivable for the three months ended March 31, 2025 (Predecessor) was less than \$0.1 million.

Recharges by ETI

In the carve out of the Predecessor as a separate entity from its former Parent ETI in preparing its financial statements, cost incurred by ETI to support the Predecessor business are represented as having been recharged by ETI. During the three months ended March 31, 2025 (Predecessor), the Predecessor reimbursed \$1.4 million to ETI primarily on account of salaries, legal and professional fees and other miscellaneous expenses.

April 2026 Notes held by ETI Subsidiaries

As of March 31, 2025 (Predecessor), \$362.8 million of aggregate principal amount of the Predecessor’s promissory notes issued pursuant to the 2026 Indentures were held by subsidiaries of ETI that had been formed to acquire and hold such indebtedness. The Predecessor recorded net interest expense of \$3.1 million using effective interest rate method on the notes held by such ETI subsidiaries for the three months ended March 31, 2025 (Predecessor).

Payable and Receivable/Prepaid Balances with Affiliates

Payable and receivable/prepaid balances with affiliates as of March 31, 2026 (Successor) and December 31, 2025 (Successor) were as follows:

	Successor				
	Consolidated				
	March 31, 2026		December 31, 2025		
Receivables and Prepaid Expenses	Payables	Receivables and Prepaid Expenses	Payables		
HandsOn Global Management (HGM) Limited (f/k/a HOV Services Limited)	\$ —	\$ 2,057	\$ —	\$ 2,050	
Rule 14, LLC	—	1,036	—	950	
HGM	76	—	—	227	
Doctors of Waikiki LLP	—	137	—	137	
Aideo Technology, LLC	736	—	736	—	
ETI entities	175	1,273	—	1,147	
Nventr, LLC	—	465	—	832	
	<u>\$ 987</u>	<u>\$ 4,968</u>	<u>\$ 736</u>	<u>\$ 5,343</u>	

14. Segment Information

The Company’s operating segments are significant strategic business units that align its products and services with how it manages its business, approaches the markets and interacts with its clients. The Company is organized into two segments: Applied Workflow Automation and Technology.

Applied Workflow Automation

The Applied Workflow Automation segment provides services powered by intelligent, AI-enabled workflows that generate outcomes for clients’ systems. Revenue primarily stems from transactions processed and includes payment processing, data capture, analysis, decisioning, distribution and transformation across industries and the public and private sectors, primarily in Americas and Europe, and increasingly in Asia. The Applied Workflow Automation segment includes the Company’s Bills & Payments, healthcare industry solutions, on-site enterprise solutions, integrated communications and enterprise legal management business units which serve leading banks, payers and providers, utilities as well as federal, regional, and local government entities.

Technology

The Technology segment focuses on the sale of recurring and perpetual software licenses, software maintenance and professional services, as well as hardware solutions and maintenance. The Company offers an industry-agnostic and cross-departmental suite of products, with primary focus on scalable workflows leveraging AI through neural networks together with deep domain expertise. The Company also offers industry specific platforms for the banking and healthcare industries.

The Company’s Chief Operating Decision Maker (“CODM”) is the Company’s Chief Executive Officer. The CODM reviews segment profit to evaluate operating segment performance and determine how to allocate resources to operating segments. “Segment profit” is defined as revenue less cost of revenue (exclusive of depreciation and

amortization). The Company does not allocate selling, general, and administrative expenses, depreciation and amortization, related party expense, net, interest expense, net, debt modification and extinguishment costs (gain), net, sundry expenses (income), net, and other expense (income), net to its reporting segments. The Company manages assets on a total company basis, not by operating segment, and therefore asset information and capital expenditures by operating segments are not presented. A reconciliation of segment profit to net loss before income taxes is presented below. Other than cost of revenue, no expenses are tracked, allocated or reported based on segments as the CODM does not review or use financial information below segment profit to manage and direct the resources of the reportable segments.

	Successor		
	Consolidated		
	Three months ended March 31, 2026		
	Applied Workflow		
	Automation	Technology	Total
Revenue (including related party revenue)	\$ 178,426	\$ 18,706	\$ 197,132
Cost of revenue (exclusive of depreciation and amortization)	142,991	8,906	151,897
Segment profit	35,435	9,800	45,235
Selling, general and administrative expenses (exclusive of depreciation and amortization)			42,814
Depreciation and amortization			14,849
Related party expense			2,653
Interest expense, net			14,069
Sundry income, net			(392)
Other income, net			(561)
Net loss before income taxes			\$ (28,197)

	Predecessor		
	Combined and Consolidated		
	Three months ended March 31, 2025		
	Applied Workflow		
	Automation	Technology	Total
Revenue (including related party revenue)	\$ 177,910	\$ 14,069	\$ 191,979
Cost of revenue (exclusive of depreciation and amortization)	146,068	4,577	150,645
Segment profit	31,842	9,492	41,334
Selling, general and administrative expenses (exclusive of depreciation and amortization)			22,262
Depreciation and amortization			10,535
Related party expense			2,553
Interest expense, net			23,780
Debt modification and extinguishment costs (gain), net			109
Sundry expense, net			1,312
Other income, net			(23)
Loss before reorganization items and income taxes			(19,194)
Reorganization items			(60,845)
Net profit before income taxes			\$ 41,651

15. Subsequent Events

Amended BR Exar AR Facility Amendment and Repayments

On May 14, 2026, certain of the Company's subsidiaries entered into an additional amendment to the Amended BR Exar AR Facility, pursuant to which such subsidiaries agreed to sell certain existing and future receivables to BREL until such time as BREL shall have collected \$4.6 million, net of any costs, expenses or other amounts paid to or owing to the buyer under the agreement. The Company received an aggregate of \$4.1 million in net proceeds under this amendment. During the period April 1, 2026 through May 15, 2026, the Company repaid \$4.6 million of outstanding principal amount under the Amended BR Exar AR Facility. There was \$9.8 million outstanding under the Amended BR Exar AR Facility as of May 15, 2026.

Repayments on Second Lien Note

During the period April 1, 2026 through May 15, 2026, the Company repaid \$2.0 million principal amount of the Second Lien Note. Accordingly, the outstanding principal amount under the Second Lien Note was \$10.5 million, as of May 15, 2026.

Sale of July 2030 Notes

On May 8, 2026, the Company sold \$1.0 million in aggregate principal amount of July 2030 Notes previously held internally by a subsidiary of the Company to Chairman of the Company's board of directors, generating net proceeds of approximately \$0.9 million. After giving effect to this transaction, \$188.0 million aggregate principal amount of the July 2030 Notes remained outstanding as of May 15, 2026.

Super Senior Term Loan Amendment

On May 7, 2026, the Lead Borrower, Exela Finance Inc., the guarantors party thereto and Ankura Trust Company, LLC, as Administrative Agent and Collateral Agent, entered into an amendment to Super Senior Term Loan with the Required Lenders. The amendment amends and restates the definition of "Permitted Securitization Financing" under the Super Senior Term Loan to permit ongoing sales of designated receivables under the Amended BR Exar AR Facility, subject to a cap of \$10.0 million in the aggregate amount of Permitted Securitization Financings incurred and outstanding on or after the effective date of the amendment. All other terms of the Super Senior Term Loan remain in full force and effect.

ABL Facility Amendment

On May 14, 2026, the ABL Borrowers, the Agent and the ABL Lenders entered into an amendment to the ABL Facility. The amendment updated certain definitions and provisions relating to the Company's Amended BR Exar AR Facility, including identifying the originators, capping aggregate outstanding principal under the Amended BR Exar AR Facility at \$10.0 million, and requiring the Agent's prior written consent for certain modifications to the Amended BR Exar AR Facility. The amendment did not modify the borrowing commitments, maturity, interest rate, financial covenants or collateral under the ABL Facility.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis together with our condensed consolidated financial statements and the related notes included elsewhere in this Form 10-Q. Among other things, the condensed consolidated financial statements include more detailed information regarding the basis of presentation for the financial data than included in the following discussion. Amounts in thousands of United States dollars.

Unless otherwise indicated or the context otherwise requires, references in this section to “we,” “our,” “us,” “XBP Global”, “the Company” and similar terms are to BPA before the Business Combination, and to XBP Global Holdings, Inc. following the Business Combination.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements relate to, among other things, our expectations regarding future financial performance, industry conditions, business strategy, and the anticipated effects of our restructuring and related transactions, including the Business Combination. Forward-looking statements are often identified by words such as “may,” “will,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” or similar expressions.

Forward-looking statements are based on management's current expectations and assumptions and are subject to a number of risks and uncertainties that could cause actual results to differ materially. These risks include, among others, those related to the integration and performance of the combined business, market conditions and demand for our services, competition, technological change, data security, regulatory developments, reliance on third-party service providers, and our ability to meet applicable listing standards, as well as the risk factors described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 and other filings with the SEC.

Forward-looking statements speak only as of the date of this Quarterly Report, and we undertake no obligation to update or revise them as a result of new information, future events, or otherwise. Information contained on any website referenced in this Quarterly Report is not incorporated by reference.

Overview

XBP Global is a multinational technology and services company powering intelligent workflows for organizations worldwide. Our proprietary platforms and agentic AI-driven automation enable our clients to entrust us with their most impactful digital transformations and mission-critical operations. Our operational foundation is further defined by deep domain expertise across industries and the public and private sectors, including decades of experience helping clients navigate shifting global regulatory frameworks and supporting compliance with the rigorous standards required by government entities and highly scrutinized industries, including banking, healthcare and insurance. We pair this expertise with platform-agnostic, end-to-end structured workflows that combine AI-driven automation with dedicated human-in-the-loop exception handling and orchestration software, enabling our clients to transition from labor-intensive, reactive operations to digitally orchestrated, exception-driven workflows. From enabling payment gateways and data exchanges across multiple systems, to matching inputs against contracts and handling exceptions, to ultimately depositing payments and distributing communications, our solutions address the full life cycle of transaction processing and enterprise information management. Our Applied Workflow Automation segment provides services powered by intelligent, AI-enabled workflows that generate outcomes for clients' systems. Revenue primarily stems from transactions processed and includes payment processing, data capture, analysis, decisioning, distribution and transformation across industries and the public and private sectors, primarily in Americas and Europe, and increasingly in Asia. Our Technology segment primarily focuses on sales of recurring software licenses and related maintenance, hardware solutions and related maintenance and professional services. As of March 31, 2026, we had 10,200 employees in 20 countries operating either remotely from our business facilities or co-located at our clients' facilities.

History

XBP Global Holdings, Inc. was originally incorporated as CF Acquisition Corp. VIII, a blank check company formed under the laws of the State of Delaware on July 8, 2020. On March 16, 2021, the Company consummated its initial public offering. The Company's initial purpose was to effect a business combination with one or more businesses. On October 9, 2022, CF Acquisition Corp. VIII entered into a merger agreement with XBP Europe, Inc., at the time a subsidiary of ETI. The business combination was completed on November 30, 2023, at which time the Company was renamed XBP Europe Holdings, Inc., reflecting the purchase of ETI's historical European operations, and the Company's shares and public warrants started trading on The Nasdaq Stock Market LLC under the ticker symbols "XBP" and "XBPEW," respectively.

On July 29, 2025, XBP Europe Holdings, Inc. finalized its acquisition of BPA, ETI's historical operations in the Americas and Asia, as part of the Business Combination pursuant to the MIPA. The consideration for the sale was \$1.00, reflecting the encumbered nature of BPA which at the time of entry into the MIPA was involved in the Chapter 11 Cases. The Business Combination was subject to certain conditions subsequent including emergence of BPA and certain of its affiliates from the Chapter 11 Cases, which occurred on July 29, 2025 (the Emergence Date). Prior to the Business Combination, the Company and BPA had both been indirect subsidiaries of ETI. ETI remains a stockholder of the Company and a related party; see Note 13, *Related-Party Transactions*. In connection with the Business Combination, the Company changed its name from "XBP Europe Holdings, Inc." to "XBP Global Holdings, Inc."

Together with the European operations acquired in 2023, the Company's current global platform is built upon a portfolio of acquired and predecessor entities with more than 50 years of commercial and operational history.

The Business Combination was accounted for as a reverse acquisition in accordance with Financial Accounting Standards Board's ("FASB") Accounting Standards Codification Topic 805, *Business Combinations* ("ASC 805"). Under this method of accounting, XBP Europe Holdings, Inc. (now XBP Global) was treated as the "acquired" company for financial reporting purposes even though BPA survives as an indirect wholly-owned subsidiary of XBP Global.

In accordance with ASC 852, *Reorganizations* ("ASC 852"), BPA was required to apply fresh-start accounting upon its emergence from bankruptcy. The Company evaluated transaction activity of BPA between July 31, 2025 (the Convenience Date) and the Emergence Date and concluded that the Convenience Date was appropriate for the adoption of fresh-start accounting which resulted in BPA becoming a new entity for financial reporting purposes as of the Convenience Date. See Note 1, *General* and Note 4, *Business Combination* for additional information.

Predecessor and Successor

The "Predecessor" company information presented refers to the financial information prior to the Emergence Date, which reflects the combined historical financial statements of BPA prepared using BPA's previous combined basis of accounting. The "Successor" company information refers to the financial information beginning August 1, 2025 and reflects the condensed consolidated financial statements of XBP Global, including the financial statement effects of recording fair value adjustments and the capital structure resulting from the Business Combination and fresh start accounting of BPA. Black lines have been drawn to separate the Successor's financial information from that of the Predecessor since their financial statements are not comparable as a result of the application of acquisition accounting and the Company's capital structure resulting from the Business Combination and fresh start accounting of BPA. See Note 1, *General* for additional information.

Our Segments

Our two reportable segments are Applied Workflow Automation and Technology. These segments are comprised of significant strategic business units that align our products and services with how we manage our business, approach our key markets, and interact with our clients based on their respective industries.

Applied Workflow Automation: the Applied Workflow Automation segment provides services powered by intelligent, AI-enabled workflows that generate outcomes for clients' systems. Revenue primarily stems from

transactions processed and includes payment processing, data capture, analysis, decisioning, distribution and transformation across industries and the public and private sectors, primarily in Americas and Europe, and increasingly in Asia. The Applied Workflow Automation segment includes the Company's Bills & Payments, healthcare industry solutions, on-site enterprise solutions, integrated communications and enterprise legal management business units which serve leading banks, payers and providers, utilities as well as federal, regional and local government entities.

Technology: the Technology segment focuses on the sale of recurring and perpetual software licenses, software maintenance and professional services, as well as hardware solutions and maintenance. The Company offers an industry-agnostic and cross-departmental suite of products, with primary focus on scalable workflows leveraging AI through neural networks together with deep domain expertise. The Company also offers industry specific platforms for the banking and healthcare industries.

Revenues

The Company's revenues are primarily generated from a transaction based pricing model for the various types of volumes processed and a mix of fixed management fee and transactional revenue for document logistics and location services. Our healthcare services business generates revenues primarily from a transaction based pricing model for the various types of volumes processed for healthcare payers and providers. Our support services in connection with various legal matters generate revenues primarily based on time and materials pricing as well as through transactional services priced on a per item basis. In addition, the Company also sells recurring and perpetual software licenses, as well as maintenance and other professional services. Licensing options are flexible, and clients can purchase a license covering a maximum number of transactions, as well as multi-year term licenses with flexible renewal options.

People

We draw on the business and technical expertise of our talented and diverse global workforce to provide our clients with high-quality services. Our business leaders bring a strong diversity of experience in our industry and a track record of successful performance and execution.

As of March 31, 2026, we had approximately 10,200 employees globally, with approximately 5,100 employees located in Americas and EMEA, and the remainder located primarily in India and the Philippines.

Costs associated with our employees represent the most significant expense for our business. We incurred personnel costs of \$91.0 million and \$81.2 million for the three months ended March 31, 2026 (Successor) and 2025 (Predecessor), respectively. The majority of our personnel costs are variable and are incurred only while we are providing our services. In certain jurisdictions, for example many countries in Europe, there is a statutory payment requirement for any people made redundant due to automation or relocation of delivery locations.

Key Performance Indicators

We use a variety of operational and financial measures to assess our performance. Among the measures considered by our management are the following:

- Revenue by segment;
- Gross profit by segment; and
- Adjusted EBITDA (which is a non-GAAP financial measure).

Revenue by segment

We analyze our revenue by comparing actual monthly revenue to internal projections and prior periods across our operating segments in order to assess performance, identify potential areas for improvement, and determine whether segments are meeting management's expectations.

Gross profit by segment

The Company defines Gross Profit as revenue less cost of revenue (exclusive of depreciation and amortization). The Company uses Gross Profit by segment to assess financial performance at the segment level.

Non-GAAP Financial Measures

To supplement its financial data presented on a basis consistent with GAAP, this report contains certain non-GAAP financial measures, including EBITDA, Adjusted EBITDA and Pro forma Adjusted EBITDA. The Company has included these non-GAAP financial measures because they are financial measures used by management to evaluate the Company's core operating performance and trends, to make strategic decisions regarding the allocation of capital and new investments. We believe these measures also provide useful information to investors by allowing consistent period-to-period comparisons of our operating results after removing the effects of our capital structure, asset base, and certain non-recurring items. These measures exclude certain expenses that are required under GAAP. The Company excludes these items because they are non-recurring or non-cash expenses that are determined based in part on the Company's underlying performance.

EBITDA, Adjusted EBITDA and Pro forma Adjusted EBITDA

We define EBITDA as net income (loss), plus taxes, interest expense, and depreciation and amortization. We define Adjusted EBITDA as EBITDA plus non-recurring transaction costs, non-cash equity compensation, restructuring and related expenses, loss/(gain) on sale of assets, impairment of goodwill and other non-recurring items such as reorganization items. We define Pro forma Adjusted EBITDA as Adjusted EBITDA plus management's estimates of the impact of the Business Combination and Restructuring, had such transactions occurred at the beginning of the earliest period presented.

Results of Operations

Three Months Ended March 31, 2026 Compared to Three Months Ended March 31, 2025:

	Successor	Predecessor	Change	% Change
	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025		
Revenue (including related party revenue):				
Applied Workflow Automation	\$ 178,426	\$ 177,910	\$ 516	0.3%
Technology	18,706	14,069	4,637	33.0%
Total revenue	197,132	191,979	5,153	2.7%
Cost of revenue (exclusive of depreciation and amortization):				
Applied Workflow Automation	142,991	146,068	(3,077)	(2.1)%
Technology	8,906	4,577	4,329	94.6%
Total cost of revenues (exclusive of depreciation and amortization)	151,897	150,645	1,252	0.8%
Selling, general and administrative expenses	42,814	22,262	20,552	92.3%
Depreciation and amortization	14,849	10,535	4,314	40.9%
Related party expense	2,653	2,553	100	3.9%
Operating profit (loss)	(15,081)	5,984	(21,065)	(352.0)%
Interest expense, net	14,069	23,780	(9,711)	(40.8)%
Debt modification and extinguishment costs (gain), net	—	109	(109)	(100.0)%
Sundry expense (income), net	(392)	1,312	(1,704)	(129.9)%
Other income, net	(561)	(23)	(538)	2339.1%
Loss before reorganization items and income taxes	(28,197)	(19,194)	(9,003)	46.9%
Reorganization items, net	—	(60,845)	60,845	100.0%
Net profit (loss) before income taxes	(28,197)	41,651	(69,848)	(167.7)%
Income tax expense (benefit)	(1,435)	2,028	(3,463)	(170.8)%
Net profit (loss)	\$ (26,762)	\$ 39,623	\$ (66,385)	(167.5)%

Revenue

For the three months ended March 31, 2026, our net revenue on a consolidated basis increased by \$5.2 million, or 2.7%, to \$197.1 million (including related party revenue of less than \$0.1 million) from \$192 million (including related party revenue of \$1.5 million) for the three months ended March 31, 2025.

Applied Workflow Automation and Technology segments constituted 90.5%, and 9.5%, respectively, of our total net revenue for the three months ended March 31, 2026, compared to 92.7%, and 7.3%, respectively, for the three months ended March 31, 2025. The revenue changes by reporting segment were as follows:

Applied Workflow Automation—Net revenue attributable to Applied Workflow Automation segment was \$178.4 million for the three months ended March 31, 2026, compared to \$177.9 million for the three months ended March 31, 2025. The revenue increase of \$0.5 million, or 0.3%, is primarily attributable to inclusion of newly acquired entity in the successor period and revenue from newly won business, offset by lower postage revenue and lower one-time projects.

Technology—For the three months ended March 31, 2026, net revenue attributable to the Technology segment increased by \$4.6 million or 33.0%, to \$18.7 million from \$14.1 million for the three months ended March 31, 2025. The revenue increase in the Technology segment was largely due to inclusion of newly acquired entity in the successor period.

Cost of revenue

For the three months ended March 31, 2026, the cost of revenue increased by \$1.3 million, or 0.8%, compared to the three months ended March 31, 2025.

In the Applied Workflow Automation segment, the decrease was primarily attributable to reduced cost resulting from completed projects and optimization efforts. Cost of revenue to the Applied Workflow Automation segment decreased by \$3.1 million, or 2.1%.

The cost of revenue in the Technology segment increased by \$4.3 million, or 94.6%, primarily due to the inclusion of the newly acquired entity in the successor period within the Technology segment.

The decrease in cost of revenues as a percentage of revenue on a consolidated basis was primarily due to a change in the revenue mix and executed optimization efforts. Cost of revenue for the three months ended March 31, 2026 was 77.1% of revenue compared to 78.5% of revenue for the three months ended March 31, 2025.

Selling, general and administrative expenses

Selling, general and administrative expenses (“SG&A expenses”) increased by \$20.6 million, or 92.3%, to \$42.8 million for the three months ended March 31, 2026, compared to \$22.3 million for the three months ended March 31, 2025. The increase was primarily attributable to inclusion of newly acquired entity in successor period, an \$8.6 million charge to refine the Company's estimate of the general unsecured claims liability based on updated information from the post-emergence claims reconciliation process the original measurement adjustment of which was recognized as gain in Reorganization items, net in the Predecessor period, and an increase in legal and professional fees. SG&A expenses increased as a percentage of revenues to 21.7% for the three months ended March 31, 2026 as compared to 11.6% for the three months ended March 31, 2025.

Depreciation and amortization

Total depreciation and amortization expenses were \$14.8 million for the three months ended March 31, 2026 compared to \$10.5 million for the three months ended March 31, 2025.

Related party expenses

Related party expense was \$2.7 million for the three months ended March 31, 2026 compared to \$2.6 million for the three months ended March 31, 2025.

Interest expense, net

Interest expense, net was \$14.1 million for the three months ended March 31, 2026 compared to expense of \$23.8 million for the three months ended March 31, 2025.

Debt modification and extinguishment costs (gain), net

There was no debt modification and extinguishment cost for the three months ended March 31, 2026 while there was \$0.1 million of debt modification and extinguishment cost for the three months ended March 31, 2025.

Sundry expense (income), net

The decrease in sundry expense, net of \$1.7 million over the prior year period, was primarily attributable to exchange rate fluctuations on foreign currency transactions.

Other income, net

Other income, net, was a gain of \$0.6 million for the three months ended March 31, 2026 compared to other income, net, was a gain of \$0.02 million for the three months ended March 31, 2025.

Reorganization items

There were no reorganization items for the three months ended March 31, 2026. Reorganization items for the three months ended March 31, 2025 includes \$20.5 million of the legal and professional fees paid in connection with Chapter 11 Cases and \$82.0 million on account of derecognition of the unamortized debt premium and \$0.6 million of unamortized debts discount and unamortized debt issuance costs.

Income tax expense (benefit)

We recorded an income tax benefit of \$1.4 million for the three months ended March 31, 2026 and an income tax expense of \$2.0 million for the three months ended March 31, 2025. The tax expense decreased in three months ended March 31, 2026 compared to the three months ended March 31, 2025 due to changes in valuation allowances and decrease in foreign earnings. Our estimated annual effective tax rate of 5.0% for the three months ended March 31, 2026 differed from the expected U.S. statutory tax rate of 21.0% and was primarily impacted by federal and state change in valuation allowance on disallowed interest coupled with change in valuation allowance related to foreign current year NOL.

Other Financial Information (Non-GAAP Financial Measures)

We view EBITDA, Adjusted EBITDA, and Pro forma Adjusted EBITDA as important indicators of performance. We define EBITDA as net (loss) income, plus income tax expenses, interest expense, net and depreciation and amortization. We define Adjusted EBITDA as EBITDA plus non-recurring transaction costs, non-cash equity compensation, restructuring and related expenses, loss/(gain) on sale of assets, impairment of goodwill and other non-recurring items such as reorganization items. We define Pro forma Adjusted EBITDA as Adjusted EBITDA plus management's estimates of the impact of the acquisition of XBP Europe Holdings, Inc. and reorganization of BPA, had such transactions occurred at the beginning of the earliest period presented.

We present EBITDA, Adjusted EBITDA and Pro forma Adjusted EBITDA because we believe they provide useful information regarding the factors and trends affecting our business in addition to measures calculated under GAAP.

Note Regarding Non-GAAP Financial Measures

EBITDA, Adjusted EBITDA, and Pro forma Adjusted EBITDA are not financial measures presented in accordance with GAAP. We believe that the presentation of these non-GAAP financial measures will provide useful information to investors in assessing our financial performance and results of operations as our board of directors and management use EBITDA, Adjusted EBITDA and Pro forma Adjusted EBITDA to assess our financial performance, because it allows them to compare our operating performance on a consistent basis across periods by removing the effects of our capital structure (such as varying levels of interest expense), asset base (such as depreciation and amortization) and items outside the control of our management team. Net income/loss is the GAAP measure most directly comparable to EBITDA, Adjusted EBITDA, and Pro forma Adjusted EBITDA. Our non-GAAP financial measures should not be considered as alternatives to the most directly comparable GAAP financial measure. Each of these non-GAAP financial measures have important limitations as analytical tools because they exclude, some but not all, items that affect the most directly comparable GAAP financial measures. These non-GAAP financial measures are not required to be uniformly applied, are not audited and should not be considered in isolation or as substitutes for results prepared in accordance with GAAP. Because EBITDA, Adjusted EBITDA and Pro forma Adjusted EBITDA may be defined differently by other companies in our industry, our definitions of these non-GAAP financial measures may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

Three Months Ended March 31, 2026 Compared to the Three Months Ended March 31, 2025

The following table presents a reconciliation of EBITDA, Adjusted EBITDA and Pro forma Adjusted EBITDA to our net profit (loss), the most directly comparable GAAP measure, for the three months ended March 31, 2026 (Successor) and 2025 (Predecessor).

	Successor Three Months Ended March 31, 2026	Predecessor Three Months Ended March 31, 2025
Net profit (loss)	\$ (26,762)	\$ 39,623
Income tax expense (benefit)	(1,435)	2,028
Interest expense, net	14,069	23,780
Depreciation and amortization	14,849	10,535
EBITDA	721	75,966
Transactions costs (1)	481	—
Non-cash equity compensation (2)	484	105
Loss/(gain) on sale of assets (3)	225	—
Debt modification and extinguishment costs (gain), net	—	109
Reorganization items	—	(60,845)
Adjusted EBITDA	1,911	15,335
Impact of acquisition and reorganization (4)	—	2,644
Pro forma Adjusted EBITDA	\$ 1,911	\$ 17,979

- (1) Represents non-recurring legal, consulting and other fees and expenses incurred in connection with acquisitions, dispositions, debt-exchanges and other extraordinary transactions and events during the applicable period.
- (2) Represents the non-cash charges related to stock-based compensation.
- (3) Represents a loss/(gain) recognized on the disposal of property, plant, and equipment and other assets.
- (4) Represents management’s estimates of the impact of the acquisition of XBP Europe Holdings, Inc. and reorganization of BPA, had such transactions occurred at the beginning of fiscal 2025.

Liquidity and Capital Resources

Overview

Our primary source of liquidity is principally cash generated from operating activities supplemented as necessary on a short-term basis by borrowings. As of March 31, 2026, we had total indebtedness of \$381.2 million, and we incurred interest expense of approximately \$14.1 million for the three months ended March 31, 2026 (Successor). We believe our current level of cash and short-term financing capabilities along with future cash flows from operations are sufficient to meet the needs of the business for at least the next twelve months. However, compliance with the Company’s restrictive financial covenants in the Company’s financing agreements is tested as of specified measurement dates and may, from time to time, depend on the Company’s operating performance and the successful execution of planned transactions, including asset dispositions or other balance sheet actions. Our ability to meet those financial covenants can be affected by events beyond our control, and we may not be able to meet those covenants. There can be no assurance that any planned transactions will be completed on a timely basis, on acceptable terms, or at all. Even if the Company is in compliance with its debt covenants as of the date of filing of this Quarterly Report, subsequent developments or our inability to successfully execute planned transactions, could result in non-compliance in future periods.

Liquidity is the availability of adequate amounts of cash with an enterprise to meet its needs for cash requirements. At March 31, 2026 (Successor) and December 31, 2025 (Successor) cash, restricted cash, and cash equivalents totalled \$53.1 million and \$68.7 million, respectively, including restricted cash of \$24.6 million and \$31.6 million, respectively.

In the ordinary course of business, we enter into contracts and commitments that obligate us to make payments in the future. These obligations include borrowings, interest obligations, purchase commitments, operating and finance lease commitments, employee benefit payments and taxes. The current maturities of outstanding principal amounts under the Second Lien Note, the secured borrowings under the Amended BR Exar AR Facility, the 2028 Term Loan Facilities, Revolving Credit Facility (each as defined and further described in “Indebtedness” below) and the other debts

are \$12.5 million, \$9.7 million, \$3.2 million, \$1.5 million and \$6.6 million, respectively. We were in compliance with all financial covenants as of March 31, 2026 except for the consolidated total leverage ratio covenant and the consolidated interest coverage ratio covenant under the European Senior Credit Facilities Agreement. On May 13, 2026, the Company obtained a formal waiver from the lender of all rights and remedies arising out of or in connection with the failure to meet the requirements of the consolidated total leverage ratio covenant and the consolidated interest coverage ratio covenant under the European Senior Credit Facilities Agreement as of March 31, 2026. See Note 6, *Long-Term Debt and Credit Facilities*, Note 8, *Employee Benefit Plans*, and Note 9, *Commitments and Contingencies*, to our condensed consolidated and combined financial statements herein for further information on material cash requirements from known contractual and other obligations.

The Predecessor recently emerged from the Chapter 11 Cases. As a result, near-term liquidity is expected to be negatively impacted due to the requirement to satisfy certain pre-petition liabilities pursuant to the Plan. This constrained liquidity is expected to continue until such time as these liabilities are fully settled. In addition, our indebtedness that we incurred in connection with or that otherwise survived the Restructuring limits our financial flexibility and requires substantial ongoing cash flows for debt service.

We plan to spend approximately 1.0% of total revenue on total capital expenditures over the next twelve months. Our business model has evolved to leverage cloud hosted platforms. This has reduced our capital expenditures and increased our operating expenses. This is the primary driver of changes in our capital expenditures when compared with historical periods. Our future cash requirements will depend on many factors, including our rate of revenue growth, our investments in strategic initiatives, applications or technologies, operation centers and acquisition of complementary businesses, which may require the use of significant cash resources and/or additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all, which may adversely impact our business, operating results and financial condition.

The Company utilized COVID-19 relief measures in various European jurisdictions, including permitted deferrals of certain payroll, social security and value added taxes. At the end of the third quarter 2024, the Company paid a significant portion of these deferred payroll taxes, social security and value added taxes. The remaining balance of deferred payroll taxes, social security and value added taxes is expected to be paid by April 2027, or later, as per deferment timelines as established by local laws and regulations.

The Company believes the current cash, cash equivalents and cash flows from operating and financing activities are sufficient to meet the Company's working capital and capital expenditure requirements for a period of at least twelve months. In addition, the Company actively manages its capital structure and evaluates a range of financing alternatives to support its operating plan and long-term objectives. To the extent existing cash, cash from operations, and amounts available for borrowing are insufficient to fund future activities, the Company may need to raise additional capital. The Company may require funding for a variety of reasons, including, but not limited to, investments in strategic initiatives, business development activities, variability in operating results, or to maintain flexibility under the financial covenants in its financing agreements. There can be no assurance that such financing, if and when pursued, would be available on terms acceptable to the Company. To the extent that the Company raises additional funds by issuing equity securities, its stockholders may experience dilution. Any debt financing, if available, may involve restrictive covenants that may impact the Company's ability to conduct business or return capital to investors. If financing is not available on acceptable terms when needed, the Company may adjust the timing or scope of certain discretionary initiatives in order to align spending with available resources. Further, any failure to comply with the restrictive covenants in the Company's financing agreements, if not waived or cured, could result in an event of default. In such circumstances, the Company may be required to seek waivers or amendments from its lenders, which may not be granted and, if granted, could impose additional costs, more restrictive terms or other adverse conditions. The Company has historically maintained constructive working relationships with its lenders; in this regard, on May 13, 2026, the Company obtained a formal waiver from the lender under the European Senior Credit Facilities Agreement with respect to its consolidated total leverage ratio covenant and consolidated interest coverage ratio covenant as of March 31, 2026. The need to obtain future waivers or amendments could adversely affect the Company's liquidity, access to capital and business prospects. An event of default could permit lenders to accelerate the Company's indebtedness and exercise remedies against collateral securing such indebtedness. The Company actively monitors its covenant compliance, maintains regular dialogue with its lenders, and continues to pursue operational and strategic actions, including ongoing cost optimization

and disciplined capital allocation, that are intended to ensure sufficient liquidity and enhance capital structure flexibility over time.

Known Trends and Uncertainties

The workflow automation and business process services industry continues to face pricing pressure from competitive bidding and accelerating disruption from agentic AI and intelligent automation. During the first quarter of 2026, these dynamics intensified as enterprise clients moved more rapidly toward outcome-based and AI-augmented delivery models, which may compress renewal pricing on long-term contracts, prompt productivity-sharing arrangements with clients, and lengthen sales and implementation cycles for newer AI-enabled offerings. We are exposed to these trends through our reliance on long-term contracts that may be renewed at lower rates or terminated early.

Although no single client exceeded 10% of revenue, concentration remains in financial services, healthcare, and government, where regulatory complexity, procurement cycles, and budgetary constraints can affect contract timing and renewal economics. We continue to absorb transitional impacts from the July 2025 restructuring, including residual client and vendor uncertainty and integration costs, which continued to weigh on year-over-year revenue comparability during the first quarter of 2026. Persistent inflation, foreign-exchange volatility, and tariff and energy-related cost pressures observed during the quarter may further weigh on near-term revenue conversion and input costs.

We believe these trends are reasonably likely to affect our future results of operations and liquidity. Management is addressing them through cost optimization, expansion of offshore and automated delivery, targeted client retention initiatives in regulated and mission-critical workflows, and continued integration of the acquired operations. During the first quarter of 2026, we advanced these initiatives through the launch of our agentic AI-enabled service offerings and additional multi-year wins in European public-sector and financial-services accounts, which we expect to partially offset the revenue impact of project completions and client exits experienced during the post-restructuring transition.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	<u>Successor</u>	<u>Predecessor</u>	
	<u>Three Months Ended March 31,</u>	<u>Three Months Ended March 31,</u>	
	<u>2026</u>	<u>2025</u>	<u>Change</u>
Net cash used in operating activities	\$ (5,045)	\$ (43,719)	\$ 38,674
Net cash used in investing activities	(1,556)	(1,773)	217
Net cash provided by (used in) financing activities	(8,453)	38,253	(46,706)
Subtotal	\$ (15,054)	(7,239)	\$ (7,815)
Effect of exchange rates on cash, restricted cash and cash equivalents	(509)	108	(617)
Net decrease in cash, restricted cash and cash equivalents	<u>\$ (15,563)</u>	<u>\$ (7,131)</u>	<u>\$ (8,432)</u>

Analysis of Cash Flow Changes between the three months ended March 31, 2026 and March 31, 2025

Operating Activities—The reduction of \$38.7 million in net cash used in operating activities for the three months ended March 31, 2026 (Successor) was primarily due to a \$27.0 million favorable change in accounts receivable, no cash paid for reorganization activities in 2026 compared to \$20.5 million paid in 2025, higher gross profit (revenue less cost of revenue) by \$3.9 million and lower interest payment. This reduction in net cash used in operating activities was partially offset by increase in payments for accounts payable and accrued liabilities by \$20.0 million.

Investing Activities— Net cash used in investing activities decreased by \$0.2 million, from \$1.8 million used in the three months ended March 31, 2025 (Predecessor) to \$1.6 million used in the three months ended March 31, 2026 (Successor). The decrease was primarily due to a \$0.2 million reduction in cash paid for purchases of property, plant and equipment and a \$0.1 million increase in proceeds from the sale of property, plant and equipment, partially offset by \$0.1 million increase in additions to internally developed software.

Financing Activities— Net cash used in financing activities was \$8.5 million for the three months ended March 31, 2026 (Successor), compared with net cash provided by financing activities of \$38.3 million for the three months

ended March 31, 2025 (Predecessor), a decrease of \$46.7 million. Cash inflows during the three months ended March 31, 2026 (Successor) consisted primarily of \$133.7 million of proceeds from the ABL Facility, \$20.0 million of borrowings under the amended BR Exar AR Facility, \$10.2 million of proceeds from other loans, and \$4.0 million of proceeds from the Super Senior Term Loan. These inflows were more than offset by \$141.4 million of repayments on the ABL Facility, \$0.8 million of principal repayments on 2028 Term Loan Facilities, \$17.2 million of principal repayments on senior secured term loans and other loans, \$10.3 million of repayments under the Amended BR Exar AR Facility and \$1.4 million of repayment under the BR Exar AR Facility, \$3.3 million of repayment of the Second Lien Note, \$1.1 million of principal payments on finance lease obligations, \$0.8 million of cash paid for debt issuance costs, and \$0.1 million of cash paid for withholding taxes on vested RSUs.

Net cash provided by financing activities of \$38.3 million for the three months ended March 31, 2025 (Predecessor) primarily reflected \$50.0 million of proceeds from new-money loans borrowed pursuant to a debtor-in-possession (“DIP”) financing agreement entered into in connection with the Chapter 11 Cases (“DIP New Money Loans”), \$10.7 million of borrowings under the BR Exar AR Facility, and \$0.4 million of proceeds from other loans. These inflows were partially offset by \$12.3 million of repayments under the BR Exar AR Facility, \$9.3 million of principal repayments on senior secured term loans and other loans, \$1.2 million of principal payments on finance lease obligations, and less than \$0.1 million of cash paid for debt issuance costs (all as defined and described further in the description of “Indebtedness” below).

Indebtedness

Following is a description of the Company’s principal indebtedness.

July 2030 Notes

On July 29, 2025, Exela Technologies BPA, LLC and Exela Finance Inc., wholly-owned subsidiaries of the Company (for this purpose, together, the “2030 Notes Issuers”), certain guarantors and U.S. Bank Trust Company, National Association, as trustee, entered into an indenture (the “July 2030 Notes Indenture”) governing the Company’s 12.0% First-Priority Senior Secured Notes due 2030 (the “July 2030 Notes”). The Company issued approximately \$183.0 million aggregate principal amount of the July 2030 Notes pursuant to the Plan, which may be supplemented by additional issuances in accordance with the July 2030 Notes Indenture. In December 2025, the Company issued an additional \$4.0 million in aggregate of principal amount of the July 2030 Notes generating net proceeds of \$3.5 million. The July 2030 Notes bear interest at a fixed rate of 12.0% per annum, payable quarterly on January 15, April 15, July 15 and October 15 of each year, commencing January 15, 2026, and mature on July 15, 2030. Interest on overdue amounts accrues at the stated rate plus 2.0% per annum. \$187.0 million aggregate principal amount of the July 2030 Notes remained outstanding as of March 31, 2026.

The July 2030 Notes may be redeemed, in whole or in part, at the 2030 Notes Issuers’ option at any time, upon not less than 10 nor more than 30 days’ prior notice, at a redemption price equal to 100% of the principal amount redeemed plus accrued and unpaid interest to, but excluding, the redemption date. In addition, the July 2030 Notes are subject to repurchase requirements upon the occurrence of certain specified events, including upon a change of control, at 101% of principal plus accrued and unpaid interest and on certain asset sales or debt proceeds at 100% of principal plus accrued and unpaid interest.

The July 2030 Notes Indenture limits the ability of the 2030 Notes Issuers and the guarantors to incur additional debt, pay dividends or make other restricted payments, make certain investments, create or permit liens on assets, sell or dispose of assets, and enter into transactions with affiliates, in each case subject to specified exceptions. Events of default include the failure to pay principal, interest or other amounts when due, the failure to comply with covenants or other agreements in the July 2030 Notes Indenture, defaults on other material indebtedness of the 2030 Notes Issuers or the guarantors, certain bankruptcy or insolvency events, and the entry of material judgments against the 2030 Notes Issuers or the guarantors. If an event of default occurs and is continuing, the July 2030 Notes may be declared immediately due and payable, and in the case of bankruptcy or insolvency events, the July 2030 Notes automatically become immediately due and payable.

The obligations under the July 2030 Notes are fully and unconditionally guaranteed on a senior secured basis by the 2030 Notes Issuers’ U.S. subsidiary guarantors and are secured by liens on the collateral of the 2030 Notes Issuers and such guarantors, subject to permitted liens and the terms of the Super Senior, ABL and Equal Priority Intercreditor

Agreements. Under these agreements, the ABL Lenders (as described below) hold first-priority liens on receivables, inventory, cash and related assets, while the Super Senior Term Loan Lenders (as described below) and July 2030 Noteholders hold junior liens on such assets. With respect to fixed assets, equity interests, intellectual property and related assets, the Super Senior Term Loan Lenders hold first-priority liens and July 2030 Noteholders share equal second-priority liens on a pari passu basis with holders of outstanding general unsecured claims in the Chapter 11 Cases, while the ABL Lenders hold junior liens.

Super Senior Term Loan

On July 29, 2025, Exela Technologies BPA, LLC and Exela Finance Inc. (for this purpose, together, the “Super Senior Term Loan Borrowers”), each subsidiary of Exela Technologies BPA, LLC, as guarantors, Ankura Trust Company, LLC, as administrative agent and collateral agent, and certain lenders (the “Super Senior Term Loan Lenders”) entered into a Financing Agreement (as amended, the “Super Senior Term Loan”), in accordance with the Plan. The Super Senior Term Loan provided for an aggregate principal amount of up to \$46.0 million in senior secured term loans, consisting of (i) \$40.0 million in new-money term loans, used to refinance obligations under BPA’s prepetition senior secured financing agreement and pay related fees and expenses, and (ii) \$6.0 million in term loans issued to DIP lenders in exchange for and in full satisfaction of \$10.0 million of DIP claims as contemplated by the Plan. On February 13, 2026, the Company entered into an amendment to the Super Senior Term Loan pursuant to which entities controlled by Avenue Capital Group, one of the three largest beneficial owners of the Company, agreed to extend incremental term loans in an aggregate principal amount of \$4.0 million for working capital and general corporate purposes, bringing total outstanding borrowings under the Super Senior Term Loan to \$50.0 million. Interest on the Super Senior Term Loan accrues, at the Super Senior Term Loan Borrowers’ election, either (a) at the Reference Rate, meaning the greatest of 4.0% per annum, the Federal Funds Effective Rate plus 0.5% per annum, one-month Term SOFR plus 1.0% per annum, or the Wall Street Journal Prime Rate plus 10.7% per annum, or (b) at Term SOFR, subject to a 4.0% floor, plus 11.7% per annum. Interest on Reference Rate Loans is payable monthly in arrears, while interest on SOFR Loans is payable at the end of each applicable interest period. Upon the occurrence of an event of default, all outstanding amounts bear interest at the applicable rate plus 2.0% per annum, payable on demand.

As of March 31, 2026, there were borrowings of \$50.0 million outstanding under the Super Senior Term Loan. The Super Senior Term Loan is scheduled to mature on July 28, 2028. Voluntary prepayments are permitted at any time with five business days’ notice, provided accrued interest is paid and, if applicable, a prepayment premium is payable at a rate of 2.0% if prepaid prior to the first anniversary of the Emergence Date, 1.0% if prepaid on or after the first anniversary but prior to the second anniversary, and 0% thereafter. In addition, the Super Senior Term Loan is subject to mandatory prepayments of principal with accrued interest in certain circumstances, including (a) 25.0% of annual Excess Cash Flow (beginning with the fiscal year ending December 31, 2026, payable within ten business days after delivery of annual financial statements), (b) 100% of net cash proceeds from non-permitted asset sales in excess of \$0.5 million in any fiscal year subject to reinvestment rights, (c) 100% of net cash proceeds from the issuance of indebtedness or equity securities (other than permitted issuances), and (d) certain extraordinary receipts, such as insurance recoveries and condemnation awards, subject to reinvestment rights. Upon the occurrence of an event of default such as payment defaults, covenant breaches, bankruptcy or insolvency, cross-defaults to other significant indebtedness, and judgment defaults, the obligations under the Super Senior Term Loan may be accelerated and become immediately due and payable.

The obligations under the Super Senior Term Loan are guaranteed on a joint and several basis by substantially all of the Super Senior Term Loan Borrowers’ subsidiaries and are secured by a first-priority lien on substantially all of the assets of the Super Senior Term Loan Borrowers’ and the guarantors, subject to permitted liens and the terms of the ABL Intercreditor Agreement (as described below) and that certain Super Senior Intercreditor Agreement. The Super Senior Term Loan contains customary affirmative and negative covenants, including limitations on additional indebtedness, the granting of liens, asset sales, restricted payments, affiliate transactions, and changes in business. It also includes a financial covenant requiring the Issuer to maintain the ratio of (a) Indebtedness to (b) Covenant Consolidated EBITDA of no greater than 1.00 to 1.00 based on the trailing 12 months ended as of the last day of the most recently ended fiscal quarter. The Super Senior Term Loan Borrowers are also required to maintain liquidity of at least \$2.0 million (or \$10.0 million after the incurrence of any Incremental Facility). The Super Senior Term Loan Borrowers were in compliance with such financial covenants as of March 31, 2026.

Second Lien Note

On February 27, 2023, BPA, through its subsidiary Exela Receivables 3, LLC, and BRF Finance Co., LLC entered into a Secured Promissory Note pursuant to which BPA borrowed \$31.5 million from BRF Finance Co., LLC secured by a second lien pledge of Exela Receivables 3, LLC, a subsidiary of BPA (as amended, the “Second Lien Note”). The Second Lien Note was originally scheduled to mature on June 17, 2025 and bears interest at a per annum rate of one-month Term SOFR plus 7.5%. On July 29, 2025, BPA entered into an Amended and Restated Second Lien Credit Agreement with BRF Finance Co., LLC. The amendment was executed in connection with BPA’s emergence from the Chapter 11 Cases to align the terms of the Second Lien Note with the Company’s new capital structure and intercreditor arrangements. The Second Lien Note matures on September 30, 2026.

The obligations under the Second Lien Note are fully and unconditionally guaranteed by certain subsidiaries of BPA and are secured by liens on BPA’s and certain guarantors’ assets, including accounts receivable, inventory, cash and deposit accounts, equipment, real property, equity interests in subsidiaries, intercompany obligations, general intangibles, and other related assets. Pursuant to the ABL Intercreditor Agreement, BRF Finance Co., LLC’s liens are subordinated to the liens securing the Company’s senior debt facilities; specifically, the ABL Facility with respect to receivables, inventory, cash, and related assets, and the Super Senior Term Loan and July 2030 Notes with respect to fixed assets, equity interests, and other non-ABL assets. As a result, the obligations under the Second Lien Note are effectively second-priority liens behind the senior secured debt. The Second Lien Note requires the borrowers to maintain a minimum fixed charge coverage ratio, calculated on a trailing twelve-month basis. The minimum required ratio varies depending on the period: for the defined periods tested quarterly through December 31, 2025, and monthly from January 1, 2026, through June 30, 2026, the fixed charge coverage ratio must be not less than 0.85 to 1.00. Thereafter, for the defined periods tested monthly from July 1, 2026, through the maturity date, the fixed charge coverage ratio must be not less than 1.00 to 1.00. The Company was in compliance with such financial covenants as of March 31, 2026.

During the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July 31, 2025 (Predecessor), the Company repaid \$3.8 million and \$6.0 million, respectively, in principal amount of the Second Lien Note. During the three months ended March 31, 2026 (Successor), the Company repaid \$3.3 million principal amount of the Second Lien Note. The loss on early extinguishment of debt during the three months ended March 31, 2026 (Successor) and March 31, 2025 (Predecessor) totaled \$0 and \$0.1 million, respectively and represents write off of debt issuance costs. Loss on the early extinguishment of debt is reported within debt modification and extinguishment costs (gain), net within the Company’s condensed consolidated and combined statements of operations. As of March 31, 2026 (Successor), there were borrowings of \$12.5 million outstanding under the Second Lien Note included in the current portion of long-term debt in the condensed consolidated balance sheet.

ABL Facility

On July 29, 2025, Exela Technologies BPA, LLC and certain of its subsidiaries (collectively, the “ABL Borrowers”) entered into a \$150.0 million Asset-Based Lending Credit and Security Agreement (as amended, the “ABL Facility”) with MidCap Funding IV Trust, as administrative and collateral agent (the “Agent”), and a syndicate of lenders (the “ABL Lenders”). The ABL Facility was executed in connection with BPA’s emergence from the Chapter 11 Cases and provides for revolving commitments of up to \$150.0 million, with an option to increase to \$175.0 million through an additional tranche. The borrowing availability under the ABL Facility is limited to the lesser of (i) the aggregate revolving commitments and (ii) the borrowing base, which is calculated by reference to eligible billed and unbilled receivables, certain other receivables, eligible cash, and related assets, reduced by reserves established by the Agent. Borrowings under the ABL Facility bear an interest at Term SOFR plus an applicable margin ranging from 3.8% to 4.3%, depending on the ABL Borrowers’ trailing twelve-month EBITDA, subject to a 1.0% SOFR floor. Interest is payable monthly, with a 2.0% default premium. In addition to interest, the ABL Borrowers are required to pay an unused commitment fee of 0.5% per annum on the average daily unused portion of the commitments, customary letter of credit fees on the face amount of each outstanding letter of credit, a collateral management fee payable to the Agent, and a minimum balance fee if borrowings under the ABL Facility fall below 20.0% of the Borrowing Base.

As of March 31, 2026 (Successor), there were borrowings of \$70.2 million outstanding under the ABL Facility. There were unamortized debt issuance costs of \$1.9 million on the ABL Facility as of March 31, 2026 included in other noncurrent assets on the condensed consolidated balance sheet. The ABL Facility matures on July 29, 2028, and may be

prepaid at any time without penalty (other than breakage costs). Mandatory repayments are required from proceeds of dispositions of the ABL Priority Collateral, certain insurance proceeds, or upon acceleration following an event of default. The events of default include failure to pay principal, interest or fees when due; breaches of covenants or other material contractual obligations; materially inaccurate representations or warranties; failure to pay specified other indebtedness above \$25.0 million; bankruptcy or insolvency; final unsatisfied judgments; ERISA-related defaults; and a change in control.

The obligations under the ABL Facility are guaranteed on a joint and several basis by substantially all of the ABL Borrowers' U.S. subsidiaries. The liens securing the ABL Facility are subject to an Intercreditor Agreement (the "ABL Intercreditor Agreement") dated July 29, 2025, among MidCap Funding IV Trust, Ankura Trust Company, LLC, as Term Agent, BRF Finance Co., LLC, as Riley Agent, and U.S. Bank Trust Company, National Association, as July 2030 Notes Trustee. The ABL Intercreditor Agreement governs lien priorities including (i) relative priorities for the collateral securing the ABL Facility obligations, the Super Senior Term Loan obligations, the July 2030 Notes Indenture obligations and the Second Lien Note obligations; (ii) collateral priorities securing (a) any Second Lien Note obligations, (b) any Super Senior Term Loan obligations, (c) any July 2030 Notes Indenture obligations, or (d) any Excess ABL Debt; and (iii) prohibition on contesting liens. The ABL Facility is secured by a first-priority lien on certain ABL Priority Collateral (including receivables, cash, inventory, deposit accounts, and related assets) and a junior lien on certain Term Priority Collateral (as defined therein), subject to the ABL Intercreditor Agreement.

The ABL Facility includes customary affirmative covenants such as reporting, collateral maintenance, insurance, and inspections, and negative covenants, including restrictions on additional indebtedness, liens, asset sales, investments, affiliate transactions, and changes in business, with a minimum fixed charge coverage ratio. The ABL Facility requires the ABL Borrowers to maintain a minimum fixed charge coverage ratio, calculated on a trailing twelve-month basis. The fixed charge coverage ratio is defined as the ratio of EBITDA less Unfinanced Capital Expenditures less Capitalized Software Expenditures, to Fixed Charges (as such terms are defined in the ABL Facility). The minimum required ratio varies depending on the period: for the defined periods tested quarterly through December 31, 2025, and monthly from January 1, 2026 through June 30, 2026, the fixed charge coverage ratio must be not less than 0.85 to 1.00. Thereafter, for the defined periods tested monthly from July 1, 2026, through the maturity date, the fixed charge coverage ratio must be not less than 1.00 to 1.00. On March 6, 2026, the ABL Borrowers, the Agent and the ABL Lenders entered into a Limited Waiver and Third Amendment to the ABL Facility. Among other things, this amendment (i) eliminates a covenant requiring the ABL Borrower to maintain a minimum excess availability of \$7.5 million; (ii) implements a temporary availability block through June 30, 2026, which reduces borrowing capacity by the greater of \$3.75 million or 5.0% of the borrowing base if the ABL Borrower's fixed charge coverage ratio falls below 1.00 to 1.00; (iii) temporarily increases the advance rate for eligible investment grade billed accounts to 95.0% through September 30, 2026; (iv) adjusts the calculation of the borrowing base; (v) amends the mechanics governing the cash dominion period; and (vi) resets the deferred revolving loan origination fee. The Company was in compliance with such financial covenants as of March 31, 2026.

European Senior Credit Facilities Agreement

In June 2024, XBP Europe, Inc., a wholly owned subsidiary of the Company, together with certain other subsidiaries, entered into a Facilities Agreement (the "Facilities Agreement") with HSBC UK Bank plc ("HSBC") for a £15.0 million and €10.5 million secured credit facility consisting of (i) a single draw, secured Term Loan A facility in an aggregate principal amount of £3.0 million (the "2028 Term Loan A Facility"), (ii) a single draw, secured Term Loan B facility in an aggregate principal amount of €10.5 million (the "2028 Term Loan B Facility", collectively with the 2028 Term Loan A Facility, the "2028 Term Loan Facilities") and (iii) a multi-draw, multi-currency secured revolving credit facility in an aggregate principal amount of £12.0 million (the "Revolving Credit Facility"), and, together with the 2028 Term Loan Facilities, (the "European Senior Credit Facilities"). Pursuant to the original Facilities Agreement, the 2028 Term Loan Facilities mature on June 26, 2028, and the Revolving Credit Facility matures on June 26, 2027, with certain extension rights at the discretion of HSBC. Borrowings under the 2028 Term Loan A Facility, the 2028 Term Loan B Facility and Revolving Credit Facility bear interest at a rate per annum equal to the SONIA plus the applicable margin of 3.25%, Euro Interbank Offered Rate ("EURIBOR") plus the applicable margin of 3.25% and Reference Rate plus the applicable margin of 3.25%, respectively. "Reference Rate" for any period means (i) Secured Overnight Financing Rate ("SOFR") for funds extended in U.S. Dollars; (ii) the EURIBOR, for funds extended in Euros; (iii) the SONIA, for funds

extended in Pounds Sterling; and the Stockholm Interbank Offered Rate (“STIBOR”) for funds extended in Swedish Krona.

On July 25, 2025, an amendment to the Facilities Agreement was executed to permit the borrowing of an additional sum of €16.1 million, the equivalent of £14.0 million, under the Revolving Credit Facility. The drawdowns were made in Euro and used for general corporate purposes. This amendment extended the maturity of the Revolving Credit Facility to June 26, 2028, and updated certain definitions and covenants reflecting the Company’s new corporate structure following the Business Combination as discussed in Note 4, *Business Combination*.

The European Senior Credit Facilities continue to be secured by first-ranking security interests over substantially all assets of XBP Europe, Inc. and other borrower and guarantor subsidiaries, including cash, receivables, inventory, intercompany receivables, shares in subsidiaries, and related assets. The amendment added a new covenant restricting XBP Global Holdings, Inc., as the parent of XBP Europe, Inc., from providing certain guarantees or other credit support. Except as otherwise provided by applicable law, all obligations under the Facilities Agreement are jointly and severally unconditionally guaranteed by the European subsidiaries of XBP Europe, Inc.

The outstanding principal amount of the 2028 Term Loan A Facility is scheduled to be repaid in fifteen (15) equal quarterly installments of £150 thousand, which commenced September 30, 2024, with the remaining outstanding principal amount of £750 thousand payable at maturity along with accrued and unpaid interest. The outstanding principal amount of the 2028 Term Loan B Facility is scheduled to be repaid in fifteen (15) equal quarterly installments of €525 thousand, which commenced September 30, 2024, with the remaining outstanding principal amount of €2.6 million payable at maturity along with accrued and unpaid interest. The Company may, at any time, prepay the principal of the Senior Credit Facilities. Each prepayment shall be accompanied by the payment of accrued interest, without any premium or penalty. However, the Company is limited to a maximum of four voluntary prepayments of the Revolving Credit Facility within any consecutive twelve-month period. During the three months ended March 31, 2026 (Successor), the Company repaid \$0.8 million of outstanding principal amounts under the 2028 Term Loan A Facility and 2028 Term Loan B Facility. As of March 31, 2026 (Successor), the outstanding balance of the 2028 Term Loan A Facility, the 2028 Term Loan B Facility, and the Revolving Credit Facility was approximately \$2.6 million, \$7.8 million, and \$34.8 million, respectively.

The Facilities Agreement contains financial covenants including, but not limited to, (i) a consolidated total leverage ratio of not greater than 2.50 to 1.00 (with step-downs to (a) 2.25 to 1.00 starting January 1, 2025 and (b) 2.00 to 1.00 starting January 1, 2026); (ii) a cash flow coverage ratio of at least 1.10:1.00; and (iii) a consolidated interest coverage ratio of not less than 4.00 to 1.00. The Facilities Agreement and indenture governing the Senior Credit Facilities contains certain affirmative and negative covenants limiting the ability of the XBP Europe, Inc. to effect mergers and change of control events as well as certain other limitations, including limitations on (i) incurrence of additional indebtedness or liens, (ii) dispositions of assets, (iii) substantial changes of the general nature of the business, (iv) entering into restrictive agreements, (v) making certain investments, loans, advances, guarantees and acquisitions, (vi) prepaying certain indebtedness, (vii) the declaration and payment of dividends or other restricted payments, (viii) engaging in transactions with affiliates, or (ix) amending certain material documents. As of March 31, 2026, the Company was not in compliance with the consolidated total leverage ratio covenant and the consolidated interest coverage ratio covenant under the Facilities Agreement. On May 13, 2026, the Company obtained a formal waiver from the lender of all rights and remedies arising out of or in connection with the failure to meet the requirements of the consolidated total leverage ratio covenant and the consolidated interest coverage ratio covenant as of March 31, 2026. As of March 31, 2026, the Company was in compliance with all other affirmative and negative covenants under the Facilities Agreement pertaining to its financing arrangements.

BR Exar AR Facility

On February 12, 2024, certain of the Company’s subsidiaries entered into a receivables purchase agreement with BR Exar, LLC (“BREL”), an affiliate of B. Riley Commercial Capital, LLC (as subsequently amended on various dates in connection with each monthly sale of certain existing receivables, up to and including December 31, 2025 (the “BR Exar AR Facility”). The Company received an aggregate of \$15.2 million and \$22.1 million, net of legal and other fees of \$1.8 million and \$1.6 million, respectively, under the BR Exar AR Facility during the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July 31, 2025 (Predecessor), respectively. Under the terms of the BR Exar AR Facility during the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July

31, 2025 (Predecessor), certain of the Company's subsidiaries agreed to sell certain existing receivables and all of their future receivables to BREL until such time as BREL shall have collected \$17.0 million and \$25.5 million, respectively, net of any costs, expenses or other amounts paid to or owing to the buyer under the agreement. BREL collected \$23.0 million and \$25.8 million under the BR Exar AR Facility during the periods August 1, 2025 to December 31, 2025 (Successor) and January 1, 2025 to July 31, 2025 (Predecessor), respectively. As of December 31, 2025, there was a \$1.4 million of outstanding balance under the BR Exar AR Facility included in the current portion of long-term debt in the condensed consolidated balance sheet. During the three months ended March 31, 2026, BREL collected \$1.4 million under the BR Exar AR Facility. There was no amount outstanding under the BR Exar AR Facility as of March 31, 2026.

Under the BR Exar AR Facility, transfers of accounts receivable from certain of the Company's subsidiaries to BREL are treated as secured borrowings under ASC 860, *Transfers and Servicing* and are not accounted for as a reduction in accounts receivable. Accordingly, the Company treated total of \$0 and \$0.1 million of legal fee and other expense incurred under the BR Exar AR Facility as debt issuances cost, and \$0 and \$0.4 million of difference between the net proceeds received by the Company and total amount collected by BREL under the BR Exar AR Facility as original issue discount during the three months ended March 31, 2026 (Successor) and 2025 (Predecessor).

Amended BR Exar AR Facility

On January 21, 2026, certain of the Company's subsidiaries entered into an Amended and Restated Receivables Purchase Agreement with BREL (as subsequently amended on February 10, 2026 and March 27, 2026 (the "Amended BR Exar AR Facility")), pursuant to which they agreed to sell certain existing receivables and all of their future receivables to BREL until such time as BREL shall have collected \$20.0 million, net of any costs, expenses or other amounts paid to or owing to the buyer under the agreement. The Company received \$19.5 million, net of amendment and legal fees of \$0.5 million, in cash consideration for sale of these receivables under the Amended BR Exar AR Facility during the three months ended March 31, 2026 (Successor). As of March 31, 2026, the Company accrued \$1.0 million of unpaid amendment fee for the amendment executed on March 27, 2026. During the period January 1, 2026 through March 31, 2026, BREL collected \$10.3 million of outstanding principal amount under the Amended BR Exar AR Facility. There was \$9.7 million outstanding under the Amended BR Exar AR Facility as of March 31, 2026 (Successor).

Under the Amended BR Exar AR Facility, transfers of accounts receivable from certain of the Company's subsidiaries to BREL are treated as secured borrowings under ASC 860, *Transfers and Servicing* and are not accounted for as a reduction in accounts receivable. Accordingly, the Company treated a total of \$1.5 million of amendment and legal fees incurred under the Amended BR Exar AR Facility as debt issuances cost during the three months ended March 31, 2026 (Successor).

Amended Factoring Agreement

On September 15, 2023, certain European subsidiaries of the Company entered into an amendment to a secured borrowing facility (the "Amended Factoring Agreement") for a non-recourse factoring program pursuant to which an unrelated third party (the "Factor") purchases certain approved and partially approved accounts receivables (as defined in the Amended Factoring Agreement) from certain subsidiaries of the Company (the "Relevant Entities") up to a maximum amount of €15.0 million while assuming the risk of non-payment on the purchased accounts receivables up to the level of approval. The Relevant Entities have no continuing involvement in the transferred accounts receivable, other than collection and administrative responsibilities and, once sold, the accounts receivable are no longer available to satisfy creditors of the relevant entities.

The Company accounts for the transactions under the Amended Factoring Agreement as a sale under ASC 860, and as an off-balance sheet arrangement. Net funds received from the transfers reflect the face value of the account less a fee, which is recorded as an increase to cash and a reduction to accounts receivable outstanding in the condensed consolidated balance sheets. The Company reports the cash flows attributable to the sale of accounts receivables to the Factor and the cash receipts from collections made on behalf of and paid to the Factor under the Amended Factoring Agreement, on a net basis as trade accounts receivables in cash flows from operating activities in the Company's consolidated statements of cash flows.

As of March 31, 2026, the Company's outstanding factored accounts receivable totalled approximately \$3.3 million pursuant to the Amended Factoring Agreement, representing the face value of the factored invoices. The

Company recognizes factoring costs upon disbursement of funds. The Company incurred a loss on sale of accounts receivables including expenses pursuant to the Amended Factoring Agreement totalling approximately \$0.1 million for the three months ended March 31, 2026 (Successor).

Additional Information with Respect to the Super Senior Term Loan Borrowers

Under the terms of the Super Senior Term Loan, the Company is required to present additional information that reflects the condensed consolidated and combined financial condition, results of operations and cash flows of the Super Senior Term Loan Borrowers separate from the condensed consolidated financial condition, results of operations and cash flows of the rest of the Company as of and for the periods presented. This additional information for 2026 is presented below.

Condensed Consolidated Balance Sheets as of March 31, 2026:

	Successor (1)	Non-Super Senior Term Loan Borrower Subsidiaries (2)	Eliminations (3)	Super Senior Term Loan Borrowers (4)= (1)-(2)-(3)
	Consolidated	Non-GAAP	Non-GAAP	Non-GAAP
	March 31, 2026	March 31, 2026	March 31, 2026	March 31, 2026
Assets				
Current assets				
Cash and cash equivalents	\$ 28,464	\$ 25,437	\$ —	\$ 3,027
Restricted cash	24,639	—	—	24,639
Accounts receivable, net	130,253	30,073	—	100,180
Related party receivables and prepaid expenses	987	—	(35,030)	36,017
Inventories, net	11,385	4,013	—	7,372
Prepaid expenses and other current assets	26,681	5,348	—	21,333
Total current assets	222,409	64,871	(35,030)	192,568
Property, plant and equipment, net	78,055	13,289	—	64,766
Operating lease right-of-use assets, net	27,856	4,531	—	23,325
Goodwill	189,881	55,956	—	133,925
Intangible assets, net	335,232	36,124	—	299,108
Other noncurrent assets	18,008	35,671	(32,000)	14,337
Total assets	\$ 871,441	\$ 210,442	\$ (67,030)	\$ 728,029
Liabilities and Stockholders' Equity				
Liabilities				
Current liabilities				
Current portion of long-term debt	\$ 32,260	\$ 4,505	\$ —	\$ 27,755
Accounts payable	69,775	25,369	—	44,406
Related party payables	4,968	38,833	(34,369)	504
Income tax payable	5,747	1,678	—	4,069
Accrued liabilities	51,987	16,620	—	35,367
Accrued compensation and benefits	56,892	24,291	—	32,601
Accrued interest	9,374	246	(661)	9,789
Customer deposits	18,359	153	—	18,206
Deferred revenue	14,197	6,083	—	8,114
Obligation for claim payment	53,203	—	—	53,203
Current portion of finance lease liabilities	4,325	(2)	—	4,327
Current portion of operating lease liabilities	9,592	1,564	—	8,028
Total current liabilities	330,679	119,340	(35,030)	246,369
Long-term debt, net of current maturities	348,947	59,773	(32,430)	321,604
Finance lease liabilities, net of current portion	5,818	—	—	5,818
Net defined benefit liability	6,161	5,573	—	588
Deferred income tax liabilities	48,546	2,366	—	46,180
Long-term income tax liabilities	11,188	—	—	11,188
Operating lease liabilities, net of current portion	20,224	3,085	—	17,139
Other long-term liabilities	37,318	1,531	—	35,787
Total liabilities	808,881	191,668	(67,460)	684,673
Total stockholder's equity	62,560	18,774	430	43,356
Total liabilities and stockholder's equity (deficit)	\$ 871,441	\$ 210,442	\$ (67,030)	\$ 728,029

Condensed Consolidated Income Statements for the three months ended March 31, 2026:

	Successor (1)	Non-Super Senior Term Loan Borrower Subsidiaries (2)	Eliminations (3)	Super Senior Term Loan Borrowers (4)=(1)-(2)-(3))
	Consolidated	Non-GAAP	Non-GAAP	Non-GAAP
	Three Months Ended March 31, 2026	Three Months Ended March 31, 2026	Three Months Ended March 31, 2026	Three Months Ended March 31, 2026
Revenue	\$ 197,085	\$ 31,328	\$ —	\$ 165,757
Related party revenue	47	95	(1,198)	1,150
Cost of revenue (exclusive of depreciation and amortization)	151,897	22,981	—	128,916
Selling, general and administrative expenses (exclusive of depreciation and amortization)	42,814	7,678	—	35,136
Depreciation and amortization	14,849	1,553	—	13,296
Related party expense, net	2,653	2,237	(1,198)	1,614
Operating loss	(15,081)	(3,026)	—	(12,055)
Other expense (income), net:				
Interest expense, net	14,069	1,602	46	12,421
Sundry expense (income), net	(392)	746	—	(1,138)
Other income, net	(561)	(216)	—	(345)
Loss before reorganization items and income taxes	(28,197)	(5,158)	(46)	(22,993)
Reorganization items, net	—	—	—	—
Loss before income taxes	(28,197)	(5,158)	(46)	(22,993)
Income tax expense (benefit)	(1,435)	70	—	(1,505)
Net loss	\$ (26,762)	\$ (5,228)	\$ (46)	\$ (21,488)

Condensed Consolidated Cash Flow Statements for the three months ended March 31, 2026 :

	Successor (1) Consolidated	Non-Super Senior Term Loan Borrower Subsidiaries (2) Non-GAAP	Eliminations (3) Non-GAAP	Super Senior Term Loan Borrowers (4)=(1)-(2)-(3) Non-GAAP
	Three Months Ended March 31, 2026	Three Months Ended March 31, 2026	Three Months Ended March 31, 2026	Three Months Ended March 31, 2026
Cash flows from operating activities				
Net loss	\$ (26,762)	\$ (5,228)	\$ (46)	\$ (21,488)
Adjustments to reconcile net loss to cash used in operating activities				
Depreciation and amortization	14,849	1,553	—	13,296
Original issue discount, debt premium and debt issuance cost amortization	1,832	59	46	1,727
Provision for credit losses	(611)	(129)	—	(482)
Deferred income tax provision	(4,182)	—	—	(4,182)
Equity-based compensation expense	484	484	—	—
Unrealized foreign currency loss	37	968	—	(931)
Loss on sale of assets	225	—	—	225
Fair value adjustment for private warrants liability	(2)	(2)	—	—
Payment-in-kind interest	1,174	—	—	1,174
Change in operating assets and liabilities, net of effect from acquisitions				
Accounts receivable	639	(702)	—	1,341
Prepaid expenses and other current assets	(1,109)	(1,895)	—	786
Accounts payable and accrued liabilities	9,148	900	—	8,248
Related party receivables (payables)	(626)	26,349	—	(26,975)
Additions to outsourced contract costs	(141)	—	—	(141)
Net cash used in operating activities	(5,045)	22,357	—	(27,402)
Cash flows from investing activities				
Purchase of property, plant and equipment	(1,088)	(205)	—	(883)
Additions to internally developed software	(552)	(149)	—	(403)
Proceeds from sale of assets	84	64	—	20
Net cash used in investing activities	(1,556)	(290)	—	(1,266)
Cash flows from financing activities				
Cash paid for debt issuance costs	(834)	—	—	(834)
Cash paid for withholding taxes on vested RSUs	(73)	(73)	—	—
Principal payments on finance lease obligations	(1,101)	—	—	(1,101)
Borrowings from other loans	10,236	516	—	9,720
Proceeds from Super Senior Term Loan	4,000	—	—	4,000
Proceeds from ABL Facility	133,700	—	—	133,700
Repayments on ABL Facility	(141,376)	—	—	(141,376)
Repayment of Second Lien Note	(3,250)	—	—	(3,250)
Repayments under BR Exar AR Facility	(1,440)	—	—	(1,440)
Borrowing under Amended BR Exar AR Facility	20,000	—	—	20,000
Repayments under Amended BR Exar AR Facility	(10,290)	—	—	(10,290)
Repayments on 2028 Term Loan Facilities	(817)	(817)	—	—
Principal repayments on senior secured term loans and other loans	(17,208)	(1,844)	—	(15,364)
Net cash used in financing activities	(8,453)	(2,218)	—	(6,235)
Effect of exchange rates on cash, restricted cash and cash equivalents	(509)	(509)	—	—
Net increase (decrease) in cash, restricted cash and cash equivalents	(15,563)	19,340	—	(34,903)
Cash, restricted cash and cash equivalents				
Beginning of period	68,666	6,097	—	62,569
End of period	\$ 53,103	\$ 25,437	\$ —	\$ 27,666
Supplemental cash flow data:				
Income tax payments, net of refunds received	\$ 1,261	\$ 421	\$ —	\$ 840
Interest paid	14,705	950	—	13,755
Noncash investing and financing activities:				
Assets acquired through right-of-use arrangements	467	—	—	467
Amendment fee payable on Amended BR Exar Facility accrued	1,000	—	—	1,000
Accrued capital expenditures	46	—	—	46

Potential Future Transactions

We may, from time to time, explore and evaluate possible strategic transactions, which may include joint ventures, as well as business combinations or the acquisition or disposition of assets. In order to pursue certain of these opportunities, additional funds will likely be required. Subject to applicable contractual restrictions, to obtain such financing, we may seek to use cash on hand, or we may seek to raise additional debt or equity financing through private placements or through underwritten offerings. There can be no assurance that we will enter into additional strategic transactions or alliances, nor do we know if we will be able to obtain the necessary financing for transactions that require additional funds on favorable terms, if at all. In addition, pursuant to certain registration rights agreements we have entered into with certain of our stockholders, such holders have the right to demand underwritten offerings of our Common Stock. We may from time to time in the future explore, with certain of those stockholders, the possibility of an underwritten public offering of our Common Stock held by those stockholders. There can be no assurance as to whether or when an offering may be commenced or completed, or as to the actual size or terms of the offering.

Critical Accounting Policies and Estimates

The preparation of financial statements requires the use of judgments and estimates. The critical accounting policies provide a better understanding of how the Company develops its assumptions and judgments about future events and related estimations and how they can impact the Company's financial statements. A critical accounting estimate is one that requires subjective or complex estimates and assessments and is fundamental to the Company's results of operations. The Company bases its estimates on historical experience and on various other assumptions it believes to be reasonable according to the current facts and circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. The Company believes the current assumptions, judgments and estimates used to determine amounts reflected in the condensed consolidated financial statements are appropriate; however, actual results may differ under different conditions. This discussion and analysis should be read in conjunction with the Company's financial statements and related notes included elsewhere in this report. Refer to "Critical Accounting Policies and Estimates" contained in Part II, Item 7 of our 2025 Form 10-K for a complete discussion of critical accounting estimates. There have been no material changes to our critical accounting policies or our use of estimates during the three months ended March 31, 2026.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Quantitative and Qualitative Disclosure About Market Risk

There have been no material changes to the Company's market risk during the three months ended March 31, 2026. For a discussion of the Company's exposure to market risk, refer to the Company's market risk disclosures set forth in Part II, Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" of the 2025 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer ("CEO") and our Chief Financial Officer ("CFO"), evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of March 31, 2026. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), means controls and other procedures of a company that are 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 recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives. Based on such review and evaluation, our CEO and our CFO have concluded that as of March 31, 2026, our disclosure controls and procedures were not effective at the reasonable assurance level for this purpose, because of the material weaknesses in our internal control over financial reporting identified in relation to our financial reporting processes discussed below.

Management's Report on Internal Control over Financial Reporting

Management, under the supervision of the board of directors, is responsible for establishing and maintaining adequate "internal control over financial reporting" ("ICFR"), as defined in Exchange Act Rules 13a-15(f) and 15d-15(f). ICFR refers to the processes designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

Our ICFR is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements. 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 its inherent limitations, a system of internal control over financial reporting may not prevent or detect misstatements.

A material weakness, as defined in Exchange Act Rule 12b-2, is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of a company's annual or interim consolidated financial statements will not be prevented or detected on a timely basis.

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our CEO and CFO, of the effectiveness of our ICFR. Based upon that evaluation, our CEO and CFO concluded that our ICFR was not effective as of March 31, 2026 due to the material weaknesses in our ICFR that are described in Item 9A of the 2025 Form 10-K, which remain unremediated as of such date.

Notwithstanding such material weaknesses in internal control over financial reporting, our management, including our CEO and CFO, has concluded that our consolidated and combined financial statements included in this Quarterly Report on Form 10-Q present fairly, in all material aspects, our financial position, results of our operations and our cash flows for the periods presented in this quarterly report, in conformity with US GAAP.

Remediation of Material Weaknesses

As previously described in Item 9A – Controls and Procedures of the 2025 Form 10-K, we continue to implement a remediation plan to address the material weaknesses mentioned above. The material weaknesses will not be considered remediated until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively.

Changes in Internal Controls over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are, from time to time, involved in other legal proceedings, inquiries, claims and disputes, which arise in the ordinary course of business. Although our management cannot predict the outcomes of these matters, our management believes these actions will not have a material, adverse effect on our financial position, results of operations or cash flows.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this quarterly report, you should carefully consider the risk factors described in Part I, “Item 1A. Risk Factors” in the 2025 Form 10-K, which could materially affect our business, financial condition and/or operating results. The risks described in those Risk Factors are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition and/or operating results.

ITEM 2. UNREGISTERED SALE OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

(c) Director and Officer Trading Arrangements

During the three-month period ended March 31, 2026, none of our directors or officers adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement.

ITEM 6. EXHIBITS

Exhibit Number	Document Description
3.1(i)(a)	Third Amended and Restated Certificate of Incorporation of the Company, dated July 29, 2025, incorporated by reference to Exhibit 3.2 to the Company's Form 8-K, filed with the SEC on August 4, 2025.
3.1(i)(b)	Certificate of Amendment to the Third Amended and Restated Certificate of Incorporation, dated December 12, 2025, incorporated by reference to Exhibit 3.1 to the Company's Form 8-K, filed with the SEC on December 12, 2025).
3.1(i)(c)	Certificate of Designations of Series A Participating Preferred Stock, incorporated by reference to Exhibit 3.1 to the Company's Form 8-K, filed with the SEC on August 4, 2025).
3.1(ii)	Second Amended and Restated Bylaws of the Company, incorporated by reference to Exhibit 3.3 to the Company's Form 8-K, filed with the SEC on August 4, 2025).
10.1	Limited Waiver and Second Amendment to Credit and Security Agreement, dated January 21, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), Midcap Funding IV Trust and the lenders party thereto, incorporated by reference to Exhibit 10.15 to the Company's Form 10-K, filed with the SEC on March 31, 2026.
10.2	Limited Waiver and Third Amendment to Credit and Security Agreement, dated March 6, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), Midcap Funding IV Trust and the lenders party thereto, incorporated by reference to Exhibit 10.16 to the Company's Form 10-K, filed with the SEC on March 31, 2026.
10.3*	Fourth Amendment to Credit and Security Agreement, dated March 27, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), Midcap Funding IV Trust and the guarantors and lenders party thereto.
10.4	First Amendment to Financing Agreement, dated January 21, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), Ankura Trust Company, LLC and the lenders from time to time party thereto, incorporated by reference to Exhibit 10.18 to the Company's Form 10-K, filed with the SEC on March 31, 2026.
10.5	Second Amendment to Financing Agreement, dated February 13, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), Exela Finance, Inc., Ankura Trust Company, LLC and certain guarantors and lenders from time to time party thereto, incorporated by reference to Exhibit 10.19 to the Company's Form 10-K, filed with the SEC on March 31, 2026.
10.6*	Third Amendment to Financing Agreement, dated March 27, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), Ankura Trust Company, LLC and certain lenders from time to time party thereto.
10.7	Limited Waiver and Second Amendment to Amended and Restated Credit and Security Agreement, dated January 21, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), BRF Finance Co. LLC and the lenders party thereto, incorporated by reference to Exhibit 10.22 to the Company's Form 10-K, filed with the SEC on March 31, 2026.
10.8	Limited Waiver and Third Amendment to Amended and Restated Credit and Security Agreement, dated March 6, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), BRF Finance Co. LLC and the lenders party thereto, incorporated by reference to Exhibit 10.23 to the Company's Form 10-K, filed with the SEC on March 31, 2026.
10.9*	Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement, dated March 27, 2026, by and among XBP Americas, LLC (f/k/a Exela Technologies BPA, LLC), BRF Finance Co. LLC and the lenders and guarantors party thereto.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Filed or furnished herewith, as applicable.

SIGNATURES

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Dated:
May 15, 2026

By: /s/ Andrej Jonovic
Andrej Jonovic, *Chief Executive Officer*
(*Principal Executive Officer*)

Dated:
May 15, 2026

By: /s/ Dejan Avramovic
Dejan Avramovic, *Chief Financial Officer*
(*Principal Financial and Accounting Officer*)

**FOURTH AMENDMENT TO
CREDIT AND SECURITY AGREEMENT**

This **FOURTH AMENDMENT TO CREDIT AND SECURITY AGREEMENT** (this “*Amendment*”), dated as of March 27, 2026, is entered into by and among XBP Americas, LLC (formerly known as Exela Technologies BPA, LLC) a Delaware limited liability company, (the “*Borrower*”), the guarantors party thereto (the “*Guarantors*”), **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, as administrative agent (the “*Agent*”), and the financial institutions or other entities from time to time parties hereto, each as a Lender.

RECITALS

WHEREAS, reference is made to that certain Credit And Security Agreement, dated as of July 29, 2025 (the “*Original Credit Agreement*”), by and among the Borrower, the Guarantors, the Lenders, and the Agent (as amended by that certain First Amendment to Credit Agreement, dated as of December 19, 2025, as further amended by that certain Second Amendment to Credit Agreement, dated as of January 21, 2026 and as further amended by that certain Third Amendment to Credit Agreement, dated as of March 6, 2026, the “*Existing Credit Agreement*”, and as such Existing Credit Agreement is amended hereby or as may be amended, restated, amended and restated, supplemented or modified from time to time thereafter, the “*Credit Agreement*”);

WHEREAS, the Borrower has requested that the Agent consent to certain amendments to the Existing Credit Agreement, and pursuant to Section 11.16 of the Credit Agreement, the Agent and the Lenders (including the Required Lenders) have agreed to the requested modification on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. All capitalized terms not otherwise defined herein are used as defined in the Credit Agreement.

Section 2. Acknowledgements; Reaffirmation.

2.1. Acknowledgment of Obligations. All Obligations are unconditionally owing by the Credit Parties, all without offset, defense (other than payment in full in cash of the Obligations (excluding any contingent indemnification and expense reimbursement obligations as to which no claim has been asserted)) or counterclaim of any kind, nature or description whatsoever.

2.2. Acknowledgment of Liens. Each of the Credit Parties hereby acknowledges, confirms and agrees that the Agent on behalf of the Lenders has and shall continue to have valid, enforceable and perfected first-priority Liens (subject to certain Permitted Liens) upon and security interests in the Collateral heretofore granted by the Credit Parties to the Agent on behalf of the Lenders pursuant to the Financing Documents.

2.3. Reaffirmation. In furtherance of the foregoing, and in connection with the execution and delivery of this Amendment, the Borrower and each other Credit Party, as debtors,

grantors, pledgors, guarantors, or in other similar capacities in which such Credit Parties grant Liens or security interests in their properties, in each case under the Financing Documents, hereby (A) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each Financing Document to which it is a party, and (B) to the extent such Credit Party granted Liens on or security interests in any of its property pursuant to any such Financing Document (including, but not limited to, the Security Documents), hereby ratifies, reaffirms, and re-grants such grant of security and confirms that such Liens and security interests continue to secure the Obligations.

Section 3. [Reserved].

Section 4. Amendment to Credit Agreement. As of the Effective Date (as defined below), subject to the satisfaction of the conditions precedent set forth in Section 5 of this Amendment,

4.1. Section 1.01 of the Existing Credit Agreement is hereby amended by:

4.1.1 amending and restating the definition of “Exar Facility Amendment” in its entirety as follows:

“Exar Facility Amendment” means the Exar Facility as amended and restated by that certain Amended and Restated Receivables Purchase Agreement, dated as of January 21, 2026, as amended by that certain Amendment No. 1 to Amended and Restated Receivables Purchase Agreement, dated as of February 10, 2026, and that certain Amendment No. 2 to Amended and Restated Receivables Purchase Agreement, dated as of March 27, 2026, and as may be subsequently amended, or amended and restated, provided that the aggregate amount of principal Indebtedness incurred with respect to the Exar Facility Amendment shall not exceed \$20,000,000.

4.1.2 amending clause “(j)” of the definition of Eligible Billed Account as follows:

(j) such Account is owned or generated by an Exar Originator; provided that upon the effectiveness of that certain Amendment No. 2 to Amended and Restated Receivables Purchase Agreement, dated as of March 27, 2026, an Account owned or generated by an Excluded Exar Originator may be deemed an Eligible Billed Account at the Agent’s sole discretion;

Section 5. Conditions Precedent. The effectiveness of this Amendment shall become effective on the date (the “*Effective Date*”) upon which each of the following conditions precedent have been satisfied:

(a) receipt by the Agent and the Lenders of this Amendment, duly executed and delivered by the Credit Parties, the Lenders and the Agent, in form and substance satisfactory to the Agent;

(b) payment of all fees and other amounts due and payable on or prior to the date hereof pursuant to the Financing Documents, and the fees and disbursements invoiced at least one (1) Business Day prior to the Effective Date of the Agent's counsel, Proskauer Rose LLP.

Section 6. [Reserved].

Section 7. Release; Waiver.

7.1. **Release.** Each Credit Party (on behalf of itself and its Affiliates) for itself and for its successors in title, legal representatives and assignees and, to the extent the same is claimed by right of, through or under any of the Credit Parties, for its past and present employees, agents, representatives, officers, directors, shareholders, and trustees (each, a "**Releasing Party**" and collectively, the "**Releasing Parties**"), does hereby remise, release and discharge the Agent and each Lender in their respective capacities as such under the Financing Documents, and the Agent's and each Lender's respective successors-in-title, legal representatives and assignees, past and present officers, directors, affiliates, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom the Agent and each Lender or any of their respective successors-in-title, legal representatives and assignees, past and present officers, directors, affiliates, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals would be liable if such persons or entities were found to be liable to any Releasing Party or any of them (collectively, hereinafter the "**Releasees**"), from any and all manner of action and actions, cause and causes of action, claims, charges, demands, counterclaims, crossclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, rights of setoff and recoupment, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including, without limitation, any claims relating to (i) the making or administration of the Loans, including, without limitation, any such claims and defenses based on mistake, duress, usury or misrepresentation, or any other claim based on so-called "lender liability" theories, (ii) any covenants, agreements, duties or obligations set forth in the Existing Credit Agreement, (iii) increased financing costs, interest or other carrying costs, (iv) penalties, (v) lost profits or loss of business opportunity, (vi) legal, accounting and other administrative or professional fees and expenses and incidental, consequential and punitive damages payable to third parties, (vii) damages to business reputation or (viii) to the extent allowed by applicable Law, any claims arising under 11 U.S.C. Sections 541 to 550 or any claims for avoidance or recovery under any other federal, state or foreign law equivalent), whether known or unknown, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Releasees, whether held in a personal or representative capacity, and which are, in each case, based on any act, fact, event or omission or other matter, cause or thing occurring at any time prior to or on the date hereof in any way, directly or indirectly arising out of, connected with or relating to the Existing Credit Agreement or any other Financing Document and the transactions contemplated thereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the

foregoing (each, a “**Claim**” and collectively, the “**Claims**”). Each Releasing Party further represents that it has not sold or assigned any Claim and stipulates and agrees with respect to all Claims, that it hereby waives, to the fullest extent permitted by applicable Law, any and all provisions, rights, and benefits conferred by any Applicable Law, any applicable foreign Law or any principle of common law, that would otherwise limit a release or discharge of any unknown Claims pursuant to this Section 7.

The Borrower and each other Credit Party understands, acknowledges and agrees that its release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. The Borrower and each other Credit Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered, except as set forth above in this Section 7.1, shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

7.2. Waiver. Each Credit Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by the Borrower or any other Credit Party pursuant to this Section 7. If a Credit Party or any of its successors, assigns or other legal representatives violates the foregoing covenant, each Credit Party, each for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys’ fees and costs incurred by any Releasee as a result of such violation.

7.3. Representation by Counsel. In entering into this Amendment, each Credit Party has consulted with and been represented by counsel and expressly disclaims any reliance on any representations, acts or omissions by the Agent, the Lenders or any of the Agent’s or the Lenders’ Affiliates and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 7 shall survive the termination of this Amendment and the Credit Agreement and payment in full of all amounts owing thereunder.

Section 8. Miscellaneous.

8.1. **Incorporations by Reference**. The provisions of Sections 11.16 (*Amendments and Waivers*), 13.1 (*Survival*), 13.2 (*No Waivers*), 13.3 (*Notices*), 13.4 (*Severability*), 13.6 (*Confidentiality*), 13.8 (*Governing Law; Submission To Jurisdiction*), 13.9 (*Waiver of Jury Trial*), 13.14 (*Expenses and Indemnity*) and 13.17 (*Successors and Assigns*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

8.2. **Counterparts; Integration**. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto. In furtherance of the foregoing, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions

contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, “Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or other record. This Amendment constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

8.3. **Amendment is a “Financing Document”.** This Amendment is a Financing Document and all references to a “Financing Document” in the Credit Agreement and the Financing Documents (including, without limitation, all such references in the representations and warranties in the Credit Agreement and the other Financing Documents) shall be deemed to include this Amendment.

8.4. **References to the Credit Agreement.** Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import shall mean and be a reference to the Credit Agreement as amended hereby, and each reference to the Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

8.5. **Representations and Warranties.** The Borrower hereby represents and warrants that (a) this Amendment is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, (b) no Default, Event of Default or, to the Borrower’s knowledge, a potential Default shall have occurred and be continuing (aside from the Specified Defaults) and (c) the representations and warranties set forth in the Credit Agreement and in the other Financing Documents are true and correct in all respects on and as of the Effective Date with the same force and effect as if made on and as of the Effective Date (except to the extent that any such representation or warranty expressly relates to an earlier date, in which case, such representation or warranty shall be true and correct in all material respects as of such earlier date).

8.6. **Reaffirmation of Obligations.** The Borrower and each other Credit Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Financing Documents, and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge the Borrower’s or such Credit Party’s obligations under the Financing Documents.

8.7. **Reaffirmation of Security Interests.** The Borrower and each other Credit Party (a) affirms that each of the Liens granted in or pursuant to the Financing Documents is valid and subsisting, and (b) agrees that this Amendment and all documents executed in connection herewith shall in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Financing Documents.

8.8. **No Other Changes.** Except as specifically amended by this Amendment, the Credit Agreement, the other Financing Agreements and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

BORROWER:

XBP AMERICAS, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

GUARANTORS:

EXELA INTERMEDIATE LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

EXELA FINANCE, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

SOURCEHOV HOLDINGS, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

SOURCEHOV LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

CORPSOURCE HOLDINGS, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

SOURCECORP, INCORPORATED

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

SOURCECORP BPS INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

DELIVEREX, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

UNITED INFORMATION SERVICES, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

ECONOMIC RESEARCH SERVICES, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

SOURCECORP LEGAL INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

RUST CONSULTING, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

SOURCEHOV HEALTHCARE, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

KINSELLA MEDIA LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

HOV SERVICES, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

HOV ENTERPRISE SERVICES, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

MERIDIAN CONSULTING GROUP, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

RUSTIC CANYON III, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

HOV SERVICES, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

CHARTER LASON, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

LASON INTERNATIONAL, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

SOURCECORP MANAGEMENT, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

PANGEA ACQUISITIONS INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BANCTEC GROUP LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

BANCTEC, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BANCTEC (PUERTO RICO), INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

DOCUDATA SOLUTIONS, L.C.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BTC VENTURES, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

RECOGNITION MEXICO HOLDING INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BANCTEC INTERMEDIATE HOLDING, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

RC4 CAPITAL, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

DFG2 HOLDINGS, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

DFG2, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

PLEXUS GLOBAL FINANCE, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

HOVG, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

TRAC HOLDINGS, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

MANAGED CARE PROFESSIONALS, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

FTS PARENT INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

TRANSCENTRA, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

J & B SOFTWARE, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

REGULUS HOLDING INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

REGULUS GROUP LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

REGULUS GROUP II LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS AMERICA LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS INTEGRATED SOLUTIONS LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

EXELA RE LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS WEST LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

NOVITEX HOLDINGS, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

NOVITEX INTERMEDIATE, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

NOVITEX GOVERNMENT SOLUTIONS, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

EXELA XBP, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BANCTEC (CANADA), INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

SOURCEHOV CANADA COMPANY

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

EXELA RECEIVABLES 3 HOLDCO, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

EXELA RECEIVABLES 3, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

AFFILIATED GUARANTORS:

XCV-EMEA, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

NEON ACQUISITION, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

**NOVITEX ENTERPRISE SOLUTIONS CANADA,
INC.**

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

XBP ENTERPRISE SOLUTIONS, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

SERVICES INTEGRATION GROUP, L.P.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

**SIG - GP L.L.C., A LIMITED LIABILITY
COMPANY**

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: /s/ Maurice Amsellem

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

LENDERS:

MIDCAP FINANCIAL TRUST,
as Lender

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: /s/ Maurice Amsellem

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Fourth Amendment to Credit and Security Agreement]

THIRD AMENDMENT TO FINANCING AGREEMENT

This THIRD AMENDMENT TO FINANCING AGREEMENT, dated as of March 27, 2026 (this “Amendment”), by and among XBP Americas, LLC, a Delaware limited liability company (f/k/a Exela Technologies BPA, LLC) (the “Lead Borrower” and “Administrative Borrower”) on behalf of the Borrowers (as defined below) and Ankura Trust Company, LLC, a New Hampshire limited liability company (“Ankura”), as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”), and Ankura, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent” and together with the Collateral Agent, each an “Agent” and collectively, the “Agents”) which amends that certain Financing Agreement, dated as of July 29, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as amended by that certain First Amendment to Financing Agreement, dated as of January 21, 2026 and by that certain Second Amendment to Financing Agreement, dated as of February 13, 2026, the “Financing Agreement”, and as further amended by this Amendment, the “Amended Financing Agreement”) by and among the Lead Borrower, Exela Finance Inc., a Delaware corporation (“Exela Finance” and together with the Lead Borrower, each a “Borrower” and collectively, the “Borrowers”), each subsidiary of the Lead Borrower listed as a “Guarantor” on the signature pages thereto (together with each other Person that executes a joinder agreement and becomes a “Guarantor” thereunder, each a “Guarantor” and collectively, the “Guarantors”), the lenders from time to time party thereto (each a “Lender” and collectively, the “Lenders”), and the Agents. Terms defined in the Financing Agreement or the Amended Financing Agreement, as applicable, shall be used in this Amendment with their defined meanings therein unless otherwise defined herein.

WITNESSETH:

WHEREAS, the Lead Borrower, the Lenders and the Agents are parties to the Financing Agreement;

WHEREAS, in accordance with the provisions of Section 12.02(a)(z) of the Financing Agreement, the Lead Borrower has requested, and the Required Lenders, or the Agents with the consent of the Required Lenders, have agreed, to amend the Financing Agreement as set forth below;

WHEREAS, subject to the terms and conditions of this Amendment, the parties hereto wish to amend the Financing Agreement as herein provided;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

SECTION 1. Amendments to the Financing Agreement. As of the Third Amendment Effective Date (as defined below), Section 1.01 of the Financing Agreement is amended by:

(1) amending and restating the definition of “Permitted Securitization Financing” in its entirety as follows:

“Permitted Securitization Financing” means one or more transactions pursuant to which (a) Securitization Assets or interests therein are sold or transferred to or financed by one or more Special Purpose Securitization Subsidiaries, and (b) such Special Purpose Securitization Subsidiaries finance (or refinance) their acquisition of such Securitization Assets or interests therein, or the financing thereof, by selling or borrowing against Securitization Assets, and any Hedging Obligations entered into in connection with such

Securitization Assets; provided, that, recourse to the Borrowers or any Subsidiary (other than the Special Purpose Securitization Subsidiaries) in connection with such transactions shall be limited to the extent customary (as determined by the Borrowers in good faith) for similar transactions in the applicable jurisdictions (including, to the extent applicable, in a manner consistent with the delivery of a “true sale”/“absolute transfer” opinion with respect to any transfer by the Borrowers or any Subsidiary (other than a Special Purpose Securitization Subsidiary)), it being understood and agreed that such transactions may be either on-balance sheet or off-balance sheet arrangements; provided, further, that, Permitted Securitization Financings shall be limited such that, at the time of incurrence of such securitization financings, the sum of the maximum amount of indebtedness that could be outstanding at any time under the ABL Facility, the B. Riley Credit Agreement, the Exar Facility and all Permitted Securitization Financings then in effect shall not exceed 90% of the Receivables Assets as of the most recent date for which financial statements have been delivered to the Administrative Agent immediately preceding the date on which such securitization financings Incurred; provided, further, that Permitted Securitization Financings incurred on or after the Third Amendment Effective Date shall be limited to \$10,000,000 in the aggregate, provided that such financings are incurred prior to April 30, 2026.

(3) adding the definition of “Third Amendment” in alphabetical order as follows:

“Third Amendment” means that certain Third Amendment to Financing Agreement, dated as of the Third Amendment Effective Date, by and among XBP Americas, LLC, a Delaware limited liability company (f/k/a Exela Technologies BPA, LLC) as the Lead Borrower on behalf of the Borrowers, the Required Lenders party thereto and the Agents.

(4) adding the definition of “Third Amendment Effective Date” in alphabetical order as follows:

“Third Amendment Effective Date” has the meaning set forth in the Third Amendment.

SECTION 2. Conditions to Effectiveness. The effectiveness of this Amendment is subject solely to the satisfaction (or waiver) of each of the following conditions (the date of the satisfaction (or waiver) of all such conditions, the “Third Amendment Effective Date”):

(a) the Agents shall have received from the Lead Borrower as Administrative Borrower and the Agents, a counterpart of this Amendment signed on behalf of such party; and

(b) The Agents shall have received all reasonable and documented out-of-pocket expenses (including the reasonable and documented out-of-pocket fees and expenses of legal counsels) to the extent due and payable under Section 12.04 of the Financing Agreement and for which invoices have been presented at least three Business Days (or such later date as agreed to by the Lead Borrower) prior to the Third Amendment Effective Date.

SECTION 3. Continuing Effect; No Other Amendments or Consents.

(a) Except as expressly provided herein, all of the terms and provisions of the Financing Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments provided for herein are limited to the specific provisions of the Financing Agreement specified herein and shall not constitute a consent, waiver or amendment of, or an indication of the Agents’ or the Lenders’ willingness to consent to any action requiring consent under any other provisions of the Financing

Agreement or any other Loan Document or the same provision for any other date or time period. Upon the effectiveness of the amendments set forth herein, on and after the Third Amendment Effective Date, each reference in the Amended Financing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof” or words of like import referring to the Amended Financing Agreement, and each reference in the other Loan Documents to “Financing Agreement,” “thereunder,” “thereof” or words of like import referring to the Amended Financing Agreement, shall mean and be a reference to the Amended Financing Agreement.

(b) The Lead Borrower and the Agents acknowledge and agree that this Amendment shall constitute a Loan Document.

(c) Nothing contained herein shall be construed as a substitution or novation of the obligations outstanding under the Financing Agreement or the other Loan Documents, which shall remain in full force and effect, except to any extent expressly modified hereby or by instruments executed concurrently herewith.

SECTION 4. Expenses. The Lead Borrower agrees to pay and reimburse the Agents and the Required Lenders for all their reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation and delivery of this Amendment, and any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the reasonable and documented out-of-pocket fees and disbursements of legal counsel to the Agents and the Required Lenders, in accordance with and to the extent required by the terms in the Financing Agreement.

SECTION 5. **GOVERNING LAW; WAIVER OF JURY TRIAL; MISCELLANEOUS:**

(a) **GOVERNING LAW.** THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

(b) **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AMENDMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AMENDMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE LEAD BORROWER CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. THE LEAD BORROWER HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS ENTERING INTO THIS AMENDMENT.

(c) Submission to Jurisdiction. The submission to jurisdiction provision of Sections 12.09 and 12.10 of the Financing Agreement is hereby incorporated by reference, *mutatis mutandis*.

(d) Waiver of Venue. The waiver of venue provision of Section 12.10 of the Financing Agreement is hereby incorporated by reference, *mutatis mutandis*.

(e) Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party hereto acknowledges and agrees that its submission of a signature page to this Amendment is irrevocable and binding on such party and its respective successors and assigns even if such signature page is submitted prior to the effectiveness of any amendment contained herein.

(f) Severability. Any provision of any Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(g) Miscellaneous. Section 12.08 of the Financing Agreement is hereby incorporated by reference, *mutatis mutandis*.

(h) Direction. The Lenders (which constitute the Required Lenders under the Financing Agreement) hereby (i) consent to the execution, delivery, and performance by the Agents of this Amendment, (ii) authorize and direct the Agents to execute and deliver this Amendment and to take or forbear from taking any and all actions as set forth herein, and (iii) acknowledge and agree that (x) the foregoing directed action constitutes a direction from the Required Lenders under Article X of the Financing Agreement, (y) Article X and Section 12.04 of the Financing Agreement and any other rights, privileges, protections, immunities, exculpations, and indemnities in favor of the Agents thereunder apply to any and all actions taken or not taken by the Agents in accordance with such direction, and (z) the Agents may conclusively rely upon (and shall be fully protected in relying upon) the Register in determining the Lenders' ownership of the Loans and unused Commitments on and as of the date hereof. The undersigned Lenders hereby severally represent and warrant to the Agents that, on and as of the date hereof, they are duly authorized to give the foregoing direction to the Agents.

SECTION 6. Acknowledgment and Reaffirmation.

(a) Acknowledgment of Obligations. All Obligations are unconditionally owing by the Loan Parties, all without offset, defense (other than payment in full in cash of the Obligations (excluding any contingent indemnification and expense reimbursement obligations as to which no claim has been asserted)) or counterclaim of any kind, nature or description whatsoever.

(b) Acknowledgment of Liens. Each of the Loan Parties hereby acknowledges, confirms and agrees that the Collateral Agent on behalf of the Secured Parties has and shall continue to have valid, enforceable and perfected Liens (subject to certain Permitted Liens) upon and security interests in the Collateral heretofore granted by the Loan Parties to the Collateral Agent on behalf of the Secured Parties pursuant to the Loan Documents.

(c) Reaffirmation. In furtherance of the foregoing, and in connection with the execution and delivery of this Amendment, the Borrower and each other Loan Party, as debtors, grantors, pledgors, guarantors, or in other similar capacities in which such Loan Parties grant Liens or security interests in their properties, in each case under the Loan Documents, hereby (A) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each Loan Document to which it is a party, and (B) to the extent such Loan Party granted Liens on or security interests in any of its property pursuant to any such Loan Document (including, but not limited to, the Security Agreement), hereby

ratifies, reaffirms, and re-grants such grant of security and confirms that such Liens and security interests continue to secure the Obligations.

[Signature Pages Follow]

Each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

XBP AMERICAS, LLC,
as the Lead Borrower and Administrative Borrower (on
behalf of the Borrowers)

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[SIGNATURE PAGE TO THIRD AMENDMENT TO FINANCING AGREEMENT]

COLLATERAL AGENT AND
ADMINISTRATIVE AGENT:

ANKURA TRUST COMPANY, LLC

By: /s/ Beth Micena

Name: Beth Micena

Title: Managing Director

REQUIRED LENDERS:

ECF VALUE FUND, L.P.

By: Gates Capital Partners, LLC, its general partner

By: Gates Capital Management, Inc., its managing member

By: /s/ Marc Blatter

Name: Marc Blatter

Title: Chief Financial Officer

ECF VALUE FUND II, L.P.

By: Gates Capital Partners, LLC, its general partner

By: Gates Capital Management, Inc., its managing member

By: /s/ Marc Blatter

Name: Marc Blatter

Title: Chief Financial Officer

ECF VALUE FUND INTERNATIONAL MASTER, L.P.

By: Gates Capital Partners, LLC, its general partner

By: Gates Capital Management, Inc., its managing member

By: /s/ Marc Blatter

Name: Marc Blatter

Title: Chief Financial Officer

[Signature Page to Third Amendment]

**AVENUE GLOBAL DISLOCATION
OPPORTUNITIES FUND, L.P.**

**BY: AVENUE GLOBAL DISLOCATION
OPPORTUNITIES GENPAR, LLC, ITS GENERAL
PARTNER**

**BY: GL GLOBAL DISLOCATION OPPORTUNITIES
PARTNERS, LLC, ITS MANAGING MEMBER**

By: /s/ Sonia Gardner _____

Name: Sonia Gardner

Title: Member

[Signature Page to Third Amendment]

**AVENUE GLOBAL OPPORTUNITIES
MASTER FUND LP**

**BY: AVENUE GLOBAL OPPORTUNITIES GENPAR
HOLDINGS LTD, ITS GENERAL PARTNER**

By: /s/ Sonia Gardner

Name: Sonia Gardner

Title: Director

[Signature Page to Third Amendment]

AVENUE RP OPPORTUNITIES FUND, L.P.

**BY: AVENUE RP OPPORTUNITIES FUND
GENPAR, LLC, ITS GENERAL PARTNER**

**BY: GL RP PARTNERS, LLC, ITS MANAGING
MEMBER**

By: /s/ Sonia Gardner

Name: Sonia Gardner

Title: Member

[Signature Page to Third Amendment]

**ACKNOWLEDGMENT AND FOURTH AMENDMENT TO
AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT**

This **ACKNOWLEDGMENT AND FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT** (this “*Amendment*”), dated as of March 27, 2026, is entered into by and among XBP Americas, LLC (*formerly known as* Exela Technologies BPA, LLC,) a Delaware limited liability company (the “*Borrower*”), **BRF FINANCE CO. LLC**, a Delaware limited liability company, as administrative agent (the “*Agent*”), and the financial institutions party to the Credit Agreement referred to below as a “*Lender*”; and is acknowledged by the guarantors party to such Credit Agreement (the “*Guarantors*”).

RECITALS

WHEREAS, reference is made to that certain Amended and Restated Credit And Security Agreement, dated as of July 29, 2025, by and among the Borrower, the Guarantors, the Lenders, and the Agent (as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of December 19, 2025, by that certain Limited Waiver and Second Amendment to Amended and Restated Credit and Security Agreement, dated as of January 21, 2026, and by that certain Limited Waiver and Third Amendment to Amended and Restated Credit and Security Agreement, dated as of March 6, 2026, the “*Existing Credit Agreement*”, and as such Existing Credit Agreement is amended hereby or as may be amended, restated, amended and restated, supplemented or modified from time to time thereafter, the “*Credit Agreement*”);

WHEREAS, pursuant to Section 2.4 of the Existing Credit Agreement, the Borrower has the option, with prior written notice to the Agent, to extend the Termination Date to September 30, 2026 from March 30, 2026, subject to the terms set forth herein and therein;

WHEREAS, the Borrower has provided written notice to the Agent notifying the Agent of its intention to extend the Termination Date to September 30, 2026, subject to the satisfaction of the terms set forth therein; and

WHEREAS, to memorialize the extension of the Termination Date, pursuant to Section 11.6 of the Credit Agreement, the Agent, the Lenders and the Loan Parties are entering into this Amendment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. All capitalized terms not otherwise defined herein are used as defined in the Credit Agreement.

Section 2. Acknowledgements; Reaffirmation.

2.1 Acknowledgment of Obligations. All Obligations are unconditionally owing by the Credit Parties, all without offset, defense (other than payment in full in cash of the Obligations (excluding any contingent indemnification and expense reimbursement obligations as

to which no claim has been asserted)) or counterclaim of any kind, nature or description whatsoever.

2.2 **Acknowledgment of Liens.** Each of the Credit Parties hereby acknowledges, confirms and agrees that the Agent on behalf of the Lenders has and shall continue to have valid, enforceable and perfected first-priority Liens (subject to certain Permitted Liens) upon and security interests in the Collateral heretofore granted by the Credit Parties to the Agent on behalf of the Lenders pursuant to the Financing Documents.

2.3 **Reaffirmation.** In furtherance of the foregoing, and in connection with the execution and delivery of this Amendment, the Borrower and each other Credit Party, as debtors, grantors, pledgors, guarantors, or in other similar capacities in which such Credit Parties grant Liens or security interests in their properties, in each case under the Financing Documents, hereby (A) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each Financing Document to which it is a party, and (B) to the extent such Credit Party granted Liens on or security interests in any of its property pursuant to any such Financing Document (including, but not limited to, the Security Documents), hereby ratifies, reaffirms, and re-grants such grant of security and confirms that such Liens and security interests continue to secure the Obligations.

Section 3. Amendment to Credit Agreement. As of the Effective Date (as defined below), subject to the satisfaction of the conditions precedent set forth in Section 4 of this Amendment, the definition of “Termination Date” set forth in Section 1.1 (Certain Defined Terms) of the Existing Credit Agreement is hereby amended to delete clause (a) therein in its entirety and to substitute in lieu thereof the following new clause (a): “(a) September 30, 2026,”.

Section 4. Conditions Precedent. The effectiveness of this Amendment, including the amendment provided in Section 3 above, shall become effective on the date (the “*Effective Date*”) upon which each of the following conditions precedent have been satisfied:

(a) receipt by the Agent and the Lenders of this Amendment, duly executed and delivered by the Borrower, the Lenders and the Agent and the acknowledgement page hereto duly executed and delivered by each of the Guarantors;

(b) a Closing Certificate in form and substance satisfactory to Agent, executed by a Responsible Officer of the Company, dated as of the Effective Date, confirming (i) the representations and warranties set forth in the Credit Agreement and the other Financing Documents are true and correct in all respects on and as of the Effective Date with the same force and effect as if made on and as of the Effective Date (except to the extent that any such representation or warranty expressly relates to an earlier date, in which case, such representation or warranty shall be true and correct in all material respects as of such earlier date), and (ii) as of the Effective Date no Default or Event of Default then exists or could arise as a result of effectiveness of this Amendment and the Credit Parties performance of this Amendment and the Credit Agreement;

(c) [reserved]; and

(d) payment of all fees and other amounts due and payable on or prior to the date hereof pursuant to the Financing Documents, and the fees and disbursements of the Agent's counsel, Duane Morris LLP, in each case, to the extent invoiced at least one (1) Business Day prior to the Effective Date.

Section 5. Post-Closing Obligations. The Borrower and the other Credit Parties hereby covenant and agree (i) on or before April 6, 2026 (or such later date agreed to in writing by the Agent in its reasonable discretion) to deliver to the Agent each of the following documents in form, scope and substance satisfactory to the Agent as set forth herein and (ii) on or before April 6, 2026 (or such later date agreed to in writing by the Agent in its reasonable discretion) to pay counsel to the Agent all fees and disbursements incurred in connection with the review and finalization of the documents set forth herein, in each case, invoiced at least one (1) Business Day prior to the applicable deadline:

(a) receipt by the Agent of the following:

(i) (A) copies of the certificate or articles of incorporation and by-laws (or other similar governing documents serving the purposes) of each Credit Party, certified as of the Effective Date as complete and correct copies thereof by a Responsible Officer or another authorized representative of each Credit Party; or (B) a certificate of a Responsible Officer or another authorized representative of each Credit Party, certifying that such Credit Party's certificate or articles of incorporation, by-laws and other similar governing documents previously delivered to the Agent on the Closing Date have not been amended, restated, amended and restated, modified, revoked or rescinded and are in full force and effect as of the Effective Date;

(ii) a copy of the resolutions or equivalent action, in form and substance reasonably satisfactory to Agent, of each Credit Party authorizing, as applicable, the execution and delivery of this Amendment and the other Financing Documents and the performance of this Amendment, the Credit Agreement and the transactions contemplated hereby and thereby, certified by a Responsible Officer or another authorized representative of each Credit Party as of the Effective Date, which certificate shall state that the resolutions or other action thereby certified have not been amended, restated, amended and restated, modified (except as any later such resolution or other action may modify any earlier such resolution or other action), revoked or rescinded and are in full force and effect as of the Effective Date;

(iii) such certificates of good standing (to the extent such concept exists) from the applicable secretary of state of the state of organization of each Credit Party, certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Credit Party as Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Financing Documents to which such Credit Party is a party or is to be a party on the Effective Date; and

(iv) an executed legal opinion of (i) Cleary Gottlieb Steen & Hamilton LLP, special New York counsel to the Credit Parties, (ii) legal counsel of Credit Parties formed or incorporated under the laws of the state of Delaware, and (iii) legal counsel of the Credit Parties in each of the jurisdictions of organization or formation of the material Credit Parties in Iowa, Minnesota and South Carolina, in each case in form and substance reasonably satisfactory to Agent; and

(b) receipt by the Agent of customary diligence searches against each Credit Party with respect to such matters, including, Uniform Commercial Code filings, pending litigation and judgments, judgment liens, taxes (state and federal liens), and bankruptcy filings; and

(c) receipt by the Agent of an amendment fee for this Amendment equal to \$300,000 (the "Extension Fee"), which Extension Fee shall be paid in immediately available funds. Such Extension Fee is due on the Effective Date of this Amendment and payable by the Borrower to the Agent on or before 5 p.m. (Eastern Time), April 1, 2026, and as directed by the Agent. The Extension Fee, once paid, shall be non-refundable.

The failure to satisfy the obligations set forth in this Section 5 (other than with respect to the payment of the Extension Fee for which the failure to make payment as set forth in paragraph (c) above shall result in an immediate Event of Default) shall not constitute an Event of Default unless and until such failure shall continue unremedied for five (5) Business Days after the applicable deadline set forth above as such deadline may be extended in accordance with the foregoing.

Section 6. Release; Waiver.

6.1 Release. Each Credit Party (on behalf of itself and its Affiliates) for itself and for its successors in title, legal representatives and assignees and, to the extent the same is claimed by right of, through or under any of the Credit Parties, for its past and present employees, agents, representatives, officers, directors, shareholders, and trustees (each, a "**Releasing Party**" and collectively, the "**Releasing Parties**"), does hereby remise, release and discharge the Agent and each Lender in their respective capacities as such under the Financing Documents, and the Agent's and each Lender's respective successors-in-title, legal representatives and assignees, past and present officers, directors, affiliates, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom the Agent and each Lender or any of their respective successors-in-title, legal representatives and assignees, past and present officers, directors, affiliates, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals would be liable if such persons or entities were found to be liable to any Releasing Party or any of them (collectively, hereinafter the "**Releasees**"), from any and all manner of action and actions, cause and causes of action, claims, charges, demands, counterclaims, crossclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, rights of setoff and recoupment, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including, without limitation, any claims relating to (i) the making or administration of the Loans, including, without limitation, any such claims and defenses based on mistake, duress, usury or misrepresentation, or any other claim based on so-called "lender liability" theories, (ii) any

covenants, agreements, duties or obligations set forth in the Existing Credit Agreement, (iii) increased financing costs, interest or other carrying costs, (iv) penalties, (v) lost profits or loss of business opportunity, (vi) legal, accounting and other administrative or professional fees and expenses and incidental, consequential and punitive damages payable to third parties, (vii) damages to business reputation or (viii) to the extent allowed by applicable Law, any claims arising under 11 U.S.C. Sections 541 to 550 or any claims for avoidance or recovery under any other federal, state or foreign law equivalent), whether known or unknown, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Releasees, whether held in a personal or representative capacity, and which are, in each case, based on any act, fact, event or omission or other matter, cause or thing occurring at any time prior to or on the date hereof in any way, directly or indirectly arising out of, connected with or relating to the Existing Credit Agreement or any other Financing Document and the transactions contemplated thereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing (each, a “*Claim*” and collectively, the “*Claims*”). Each Releasing Party further represents that it has not sold or assigned any Claim and stipulates and agrees with respect to all Claims, that it hereby waives, to the fullest extent permitted by applicable Law, any and all provisions, rights, and benefits conferred by any Applicable Law, any applicable foreign Law or any principle of common law, that would otherwise limit a release or discharge of any unknown Claims pursuant to this Section 6.

The Borrower and each other Credit Party understands, acknowledges and agrees that its release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. The Borrower and each other Credit Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered, except as set forth above in this Section 6.1, shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

6.2 Waiver. Each Credit Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by the Borrower or any other Credit Party pursuant to this Section 6. If a Credit Party or any of its successors, assigns or other legal representatives violates the foregoing covenant, each Credit Party, each for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys’ fees and costs incurred by any Releasee as a result of such violation.

6.3 Representation by Counsel. In entering into this Amendment, each Credit Party has consulted with and been represented by counsel and expressly disclaims any reliance on any representations, acts or omissions by the Agent, the Lenders or any of the Agent’s or the Lenders’ Affiliates and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 6 shall

survive the termination of this Amendment and the Credit Agreement and payment in full of all amounts owing thereunder.

Section 7. Miscellaneous.

7.1 Incorporations by Reference. The provisions of Sections 11.16 (*Amendments and Waivers*), 13.1 (*Survival*), 13.2 (*No Waivers*), 13.3 (*Notices*), 13.4 (*Severability*), 13.6 (*Confidentiality*), 13.8 (*Governing Law; Submission To Jurisdiction*), 13.9 (*Waiver of Jury Trial*), 13.14 (*Expenses and Indemnity*) and 13.17 (*Successors and Assigns*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

7.2 Counterparts; Integration. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto. In furtherance of the foregoing, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, “Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or other record. This Amendment constitutes the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

7.3 Amendment is a “Financing Document”. This Amendment is a Financing Document and all references to a “Financing Document” in the Credit Agreement and the Financing Documents (including, without limitation, all such references in the representations and warranties in the Credit Agreement and the other Financing Documents) shall be deemed to include this Amendment.

7.4 References to the Credit Agreement. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import shall mean and be a reference to the Credit Agreement as amended hereby, and each reference to the Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

7.5 Representations and Warranties. The Borrower hereby represents and warrants that (a) this Amendment is the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, (b) no Default, Event of Default or, to the Borrower’s knowledge, a potential Default shall have occurred and be continuing and (c)

the representations and warranties set forth in the Credit Agreement and in the other Financing Documents are true and correct in all respects on and as of the Effective Date with the same force and effect as if made on and as of the Effective Date (except to the extent that any such representation or warranty expressly relates to an earlier date, in which case, such representation or warranty shall be true and correct in all material respects as of such earlier date).

7.6 Reaffirmation of Obligations. The Borrower and each other Credit Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) affirms all of its obligations under the Financing Documents, and (c) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge the Borrower's or such Credit Party's obligations under the Financing Documents.

7.7 Reaffirmation of Security Interests. The Borrower and each other Credit Party (a) affirms that each of the Liens granted in or pursuant to the Financing Documents is valid and subsisting, and (b) agrees that this Amendment and all documents executed in connection herewith shall in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Financing Documents.

7.8 No Other Changes. Except as specifically amended by this Amendment, the Credit Agreement, the other Financing Agreements and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

BORROWER:

XBP AMERICAS, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

AGENT:

BRF FINANCE CO. LLC

By: /s/ Bryant Riley

Name: Bryant Riley

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

LENDERS:

BRF FINANCE CO. LLC,
as Lender

By: /s/ Bryant Riley

Name: Bryant Riley

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

**ACKNOWLEDGMENT TO ACKNOWLEDGMENT AND FOURTH AMENDMENT TO AMENDED
AND RESTATED CREDIT AGREEMENT**

Each of the undersigned Credit Parties hereby (a) acknowledges and consents to all of the terms and conditions of the Amendment to which this Acknowledgment is attached and the Credit Agreement, and the transactions contemplated hereby and thereby, (b) affirms and confirms all of its obligations under the Financing Documents to which it is a party, including as provided in the Amendment, (c) agrees to be bound by the terms and agreements set forth in the Amendment applicable to such Credit Party, including, without limitations, the acknowledgments set forth in Section 2 and the release and confirmations made in Sections 6 and 7 of the Amendment, and (d) agrees that this Amendment and all documents executed in connection herewith do not operate to reduce or discharge its obligations under the Financing Documents to which it is a party or affect the Liens and the priority of such Liens granted by such Credit Party to the Agent on behalf of the Lenders pursuant to the Financing Documents.

[Guarantor Signature Pages Follow]

[Signature Page to Acknowledgement Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit
and Security Agreement]

GUARANTORS:

EXELA INTERMEDIATE LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

EXELA FINANCE, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

SOURCEHOV HOLDINGS, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

SOURCEHOV LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

CORPSOURCE HOLDINGS, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

SOURCECORP, INCORPORATED

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

[Signature Page to Acknowledgement Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

SOURCECORP BPS INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

DELIVEREX, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

UNITED INFORMATION SERVICES, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

ECONOMIC RESEARCH SERVICES, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

SOURCECORP LEGAL INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

RUST CONSULTING, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

SOURCEHOV HEALTHCARE, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

KINSELLA MEDIA LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

HOV SERVICES, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

HOV ENTERPRISE SERVICES, INC.

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

MERIDIAN CONSULTING GROUP, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

RUSTIC CANYON III, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

HOV SERVICES, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

CHARTER LASON, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

LASON INTERNATIONAL, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

SOURCECORP MANAGEMENT, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

PANGEA ACQUISITIONS INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BANCTEC GROUP LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

BANCTEC, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BANCTEC (PUERTO RICO), INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

DOCUDATA SOLUTIONS, L.C.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BTC VENTURES, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

RECOGNITION MEXICO HOLDING INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

BANCTEC INTERMEDIATE HOLDING, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

RC4 CAPITAL, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

DFG2 HOLDINGS, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

DFG2, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

PLEXUS GLOBAL FINANCE, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

HOVG, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

TRAC HOLDINGS, LLC

By: /s/ Andrej Jonovic
Name: Andrej Jonovic
Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

MANAGED CARE PROFESSIONALS, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

FTS PARENT INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

TRANSCENTRA, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

J & B SOFTWARE, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS HOLDING INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS GROUP LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

REGULUS GROUP II LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS AMERICA LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS INTEGRATED SOLUTIONS LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

EXELA RE LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

REGULUS WEST LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

NOVITEX HOLDINGS, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

NOVITEX INTERMEDIATE, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

NOVITEX GOVERNMENT SOLUTIONS, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

EXELA XBP, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

EXELA RECEIVABLES 3 HOLDCO, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

EXELA RECEIVABLES 3, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

AFFILIATED GUARANTORS:

XCV-EMEA, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

NEON ACQUISITION, LLC

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

XBP ENTERPRISE SOLUTIONS, INC.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

SERVICES INTEGRATION GROUP, L.P.

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

**SIG - GP L.L.C., A LIMITED LIABILITY
COMPANY**

By: /s/ Andrej Jonovic

Name: Andrej Jonovic

Title: Authorized Signatory

[Signature Page to Acknowledgment and Fourth Amendment to Amended and Restated Credit and Security Agreement]

**CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) AND RULE 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andrej Jonovic, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2026 of XBP Global Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(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 registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 15, 2026

By: /s/ Andrej Jonovic
Andrej Jonovic
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) AND RULE 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Dejan Avramovic, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2026 of XBP Global Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(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 registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 15, 2026

By: /s/ Dejan Avramovic

Dejan Avramovic

Chief Financial Officer

(Principal Financial and Accounting Officer)

**CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of XBP Global Holdings, Inc. (the "Company") for the period ended March 31, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, Andrej Jonovic, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §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, as amended; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the period covered by the Report.

Date: May 15, 2026

By: /s/ Andrej Jonovic

Andrej Jonovic
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of XBP Global Holdings, Inc. (the "Company") for the period ended March 31, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, Dejan Avramovic, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §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, as amended; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of and for the period covered by the Report.

Date: May 15, 2026

By: /s/ Dejan Avramovic

Dejan Avramovic
Chief Financial Officer
(Principal Financial and Accounting Officer)
