

**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 quarterly period ended September 30, 2025

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: **001-39868**

Motorsport Games Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

State or other jurisdiction of
incorporation or organization

86-1791356

I.R.S. Employer
Identification No.

**3350 SW 148th Avenue, Suite 207
Miramar, FL**

Address of principal executive offices

33027

Zip Code

Registrant's telephone number, including area code: **(305) 413-0812**

Not Applicable

Former Name, former address and former fiscal year, if changed since last report

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.0001 par value per share	MSGM	The Nasdaq Stock Market LLC (The Nasdaq Capital Market)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer

Non-accelerated filer

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 Exchange Act). Yes No

As of November 6, 2025, the registrant had 5,078,450 shares of Class A common stock and 700,000 shares of Class B common stock outstanding.

Motorsport Games Inc.
Form 10-Q
For the Quarter Ended September 30, 2025

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this “Report”) of Motorsport Games Inc. (the “Company,” “Motorsport Games,” “we,” “us” or “our”) contains certain statements, which are not historical facts and are “forward-looking statements” within the meaning of federal securities laws. These forward-looking statements are subject to certain risks, trends and uncertainties. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, plans, objectives, strategies, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. We use words, such as “could,” “would,” “may,” “might,” “will,” “expect,” “likely,” “believe,” “continue,” “anticipate,” “estimate,” “intend,” “plan,” “project” and other similar expressions to identify some forward-looking statements, but not all forward-looking statements include these words. For example, forward-looking statements include, but are not limited to, statements we make relating to:

- our intended corporate purpose to make the thrill of motorsports accessible to everyone by creating the highest quality, most sophisticated and most innovative experiences for racers, gamers and fans of all ages;
- new or planned products or offerings, including the anticipated timing of any new product or offering launches, such as our current plans to organize the 2025/26 Le Mans Virtual Series to commence later this year, as well as the possibility of further adjustments to our product roadmap due to the continuing impact of our liquidity position;
- our plans to strive to become a leader in organizing and facilitating esports tournaments, competitions, and events for our licensed racing games as well as on behalf of third-party racing game developers and publishers;
- our intention to continue exploring opportunities to expand the recurring portion of our esports segment outside of Le Mans;
- our belief that connecting virtual racing gamers and esports fans on a digital entertainment and social platform represents the greatest opportunity to enhance the way that people learn, watch, play, and experience racing video games and racing esports;
- our beliefs regarding the growing importance and business viability of esports, especially within the racing and motorsport genres;
- our belief that our esports business has the potential to generate incremental revenues through the further sale of media rights to our esports events and competitions, as well as, among other things, merchandising, if the esports audience pattern continues to grow;
- our plans to drive ongoing engagement and incremental revenue from recurrent consumer spending on our titles through in-game purchases and extra content;
- our expectation that we will continue to derive significant revenues from sales of our products to a very limited number of distribution partners;
- our intention to continue to look for opportunities to expand the recurring portion of our business, including through the planned introduction of new annualized sports franchise games, such as with Le Mans;
- our intended use of proceeds from the sales of our equity securities;
- our statements and assumptions relating to the impairment of assets;
- our plans and intentions with respect to our remediation efforts to address the material weaknesses in our internal control over financial reporting;
- our belief that the outcome of all pending legal proceedings in the aggregate is not reasonably likely to have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows, except as otherwise disclosed in this Report, and that in light of the uncertainties involved in legal proceedings generally, the ultimate outcome of a particular matter could be material to the Company’s operating results for a particular period depending on, among other things, the size of the loss or the nature of the liability imposed and the level of the Company’s income for that particular period; our beliefs regarding the merit of any plaintiff’s allegations and the impact of any claims and litigation that we are subject to; and our plans and intentions with respect to defending our position in any legal proceeding;
- our intention to not declare dividends in the foreseeable future;
- our ability to utilize net operating loss carryforwards;
- our expectations regarding the future impact of implementing management strategies, adopting new accounting standards, potential acquisitions and industry trends;
- our plans and intentions to maintain compliance with the listing requirements of The Nasdaq Stock Market LLC (“Nasdaq”), including our plan to implement equity financing transactions;
- our belief that we may decide in the future to avail ourselves of certain corporate governance requirements of Nasdaq as a result of being a “controlled company” within the meaning of the Nasdaq rules; and
- our expectations that our current development operations will not have significant exposure to changes in circumstances arising from the Ukraine-Russia and Middle East conflicts.

The forward-looking statements contained in this Report are based on assumptions that we have made in light of our industry experience and our perceptions of historical trends, current conditions, expected future developments and other factors that we believe are appropriate under the circumstances. As you read and consider this Report, you should understand that these statements are not guarantees of performance or results. They involve risks, uncertainties (many of which are beyond our control) and assumptions that are difficult to predict. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual operating and financial performance and cause our performance to differ materially from the performance anticipated in the forward-looking statements. Important factors that could cause our actual results to differ materially from those projected in any forward-looking statements are discussed in “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2024 (the “2024 Form 10-K”) and in “Risk Factors” in Part II, Item 1A of this Report, as updated in our subsequent filings with the Securities and Exchange Commission (the “SEC”). In addition to factors that may be described in our filings with the SEC, including this Report, the following factors, among others, could cause our actual results to differ materially from those expressed in any forward-looking statements made by us:

- (i) difficulties and/or delays in accessing available liquidity, and other unanticipated difficulties in obtaining additional capital to meet our financial obligations, including, without limitation, difficulties in securing funding that is on commercially acceptable terms to us or at all, such as our inability to complete in whole or in part any potential debt and/or equity financing transactions or similar transactions, any inability to achieve cost reductions, including, without limitation, those which we expect to achieve through any cost reduction and restructuring initiatives, as well as any inability to consummate additional strategic alternatives for our business, including, but not limited to, the sale or licensing of our assets, and/or less than expected benefits resulting from any such strategic alternative; difficulties, delays or our inability to efficiently manage our cash and working capital; higher than expected operating expenses; adverse impacts to our liquidity position resulting from the higher interest rate and higher inflationary environment; the unavailability of funds from anticipated borrowing sources; the unavailability of funds from our inability to reduce or control costs, including, without limitation, those which we expect to achieve through any cost reduction and restructuring initiatives; lower than expected operating revenues, cash on hand and/or funds available from anticipated borrowings or funds expected to be generated from cost reductions resulting from the implementation of cost control initiatives, such as through any cost reduction and restructuring initiatives; and/or less than anticipated cash generated by our operations; and/or adverse effects on our liquidity resulting from changes in economic conditions (such as continued volatility in the financial markets, whether attributable to COVID-19, the ongoing wars between Russia and Ukraine and between Israel and Hamas or otherwise; significantly higher rates of inflation, significantly higher interest rates and higher labor costs; the impact of higher energy prices on consumer purchasing behavior, monetary conditions and foreign currency fluctuations, tariffs, foreign currency controls and/or government-mandated pricing controls, as well as in trade, monetary, fiscal and tax policies), tariffs, export controls, political conditions (such as military actions and terrorist activities) and pandemics and natural disasters; and/or the unavailability of funds from (A) delaying the implementation of or revising certain aspects of our business strategy; (B) reducing or delaying the development and launch of new products and events; (C) reducing or delaying capital spending, product development spending and marketing and promotional spending; (D) selling assets or operations; (E) seeking additional capital contributions and/or loans from Driven Lifestyle, the Company’s other affiliates and/or third parties; and/or (F) reducing other discretionary spending;
- (ii) difficulties, delays or less than expected results in achieving our growth plans, objectives and expectations, such as due to a slower than anticipated economic recovery and/or our inability, in whole or in part, to continue to execute our business strategies and plans, such as due to less than anticipated customer acceptance of our new game titles, our experiencing difficulties or the inability to launch our games as planned, less than anticipated performance of the games impacting customer acceptance and sales and/or greater than anticipated costs and expenses to develop and launch our games, including, without limitation, higher than expected labor costs;

- (iii) difficulties, delays in or unanticipated events that may impact the timing and scope of new product launches, such as due to difficulties and/or delays related to our transition from using development staff in Russia to using development staff in other countries and/or difficulties and/or delays arising out of any resurgence of the COVID-19 pandemic or any other pandemic;
- (iv) less than expected benefits from implementing our management strategies and/or adverse economic, market and geopolitical conditions that negatively impact industry trends, such as significant changes in the labor markets, an extended or higher than expected inflationary environment (such as the impact on consumer discretionary spending as a result of significant increases in energy and gas prices which have been increasing since early in 2020), a higher interest rate environment, tax increases impacting consumer discretionary spending and/or quantitative easing that results in higher interest rates that negatively impact consumers' discretionary spending, or adverse developments relating to the ongoing war between Russia and Ukraine and conflicts in the Middle East;
- (v) difficulties and/or delays adversely impacting our ability (or inability) to maintain existing, and to secure additional, licenses and other agreements with various racing series;
- (vi) difficulties and/or delays adversely impacting our ability to successfully manage and integrate any joint ventures, acquisitions of businesses, solutions or technologies;
- (vii) unanticipated operating costs, transaction costs and actual or contingent liabilities;
- (viii) difficulties and/or delays adversely impacting our ability to attract and retain qualified employees and key personnel;
- (ix) adverse effects of increased competition;
- (x) changes in consumer behavior, including as a result of general economic factors, such as increased inflation, recessionary factors, higher energy prices and higher interest rates;
- (xi) difficulties and/or delays adversely impacting our ability to protect our intellectual property;
- (xii) local, industry and general business and economic conditions;
- (xiii) unanticipated adverse effects on our business, prospects, results of operations, financial condition, cash flows and/or liquidity as a result of unexpected developments with respect to our legal proceedings;
- (xiv) difficulties, delays or our inability to successfully complete any cost reduction and restructuring initiatives, which could reduce the benefits realized from such activities;
- (xv) higher than anticipated restructuring charges and/or payments and/or changes in the expected timing of such charges and/or payments as a result of, among other things, legal requirements in applicable foreign jurisdictions; and/or less than anticipated annualized cost reductions from our plans and/or changes in the timing of realizing such cost reductions, such as due to less than anticipated liquidity to fund such activities and/or more than expected costs to achieve the expected cost reductions;
- (xvi) difficulties, delays, less than expected results or our inability to successfully implement any strategic alternative or potential option for our business, including, but not limited to, the sale or licensing of certain of our assets, which could result in, among other things, less than expected financial benefits from such actions; and
- (xvii) difficulties and/or or unanticipated developments adversely impacting our ability to maintain compliance with the Nasdaq's listing requirements, such as our inability to implement equity financing transactions.

Additionally, there are other risks and uncertainties described from time to time in the reports that we file with the SEC. Should one or more of these risks or uncertainties materialize or should any of these assumptions prove to be incorrect, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made, and except as required by law, we undertake no obligation to update any forward-looking statement contained in this Report to reflect events or circumstances after the date on which it is made or to reflect the occurrence of anticipated or unanticipated events or circumstances, except as otherwise required by law. New factors that could cause our business not to develop as we expect emerge from time to time, and it is not possible for us to predict all of them. Further, we cannot assess the impact of each currently known or new factor on our results of operations or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

PART I: FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements (Unaudited)

**MOTORSPORT GAMES INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(UNAUDITED)**

	September 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 4,128,690	\$ 859,271
Accounts receivable, net	1,491,403	1,446,990
Prepaid expenses and other current assets	723,157	490,221
Total Current Assets	6,343,250	2,796,482
Property and equipment, net	32,423	55,437
Operating lease right of use assets	30,940	51,004
Intangible assets, net	3,694,500	3,365,298
Total Assets	\$ 10,101,113	\$ 6,268,221
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 973,930	\$ 2,976,211
Accrued expenses and other current liabilities	2,283,438	1,070,063
Due to related parties	14,170	26,211
Purchase commitment liabilities	-	918,198
Operating lease liabilities (current)	26,124	31,099
Total Current Liabilities	3,297,662	5,021,782
Operating lease liabilities (non-current)	-	16,309
Other non-current liabilities	8,616	4,128
Total Liabilities	3,306,278	5,042,219
Commitments and contingencies (Note 9)		
Stockholders' Equity:		
Preferred stock, \$0.0001 par value; authorized 1,000,000 shares; none issued and outstanding as of September 30, 2025 and December 31, 2024, respectively	-	-
Class A common stock, \$0.0001 par value; authorized 100,000,000 shares; 5,078,450 and 3,183,558 shares issued and outstanding as of September 30, 2025 and December 31, 2024, respectively	504	315
Class B common stock, \$0.0001 par value; authorized 7,000,000 shares; 700,000 and 700,000 shares issued and outstanding as of September 30, 2025 and December 31, 2024, respectively	70	70
Additional paid-in capital	95,213,629	92,960,275
Accumulated deficit	(85,701,214)	(91,789,968)
Accumulated other comprehensive loss	(3,659,659)	(674,434)
Total Stockholders' Equity Attributable to Motorsport Games Inc.	5,853,330	496,258
Non-controlling interest	941,505	729,744
Total Stockholders' Equity	6,794,835	1,226,002
Total Liabilities and Stockholders' Equity	\$ 10,101,113	\$ 6,268,221

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

MOTORSPORT GAMES INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenues [1]	\$ 3,100,018	\$ 1,802,946	\$ 7,450,311	\$ 6,713,635
Cost of revenues	597,817	716,723	1,518,090	2,154,997
Gross profit	<u>2,502,201</u>	<u>1,086,223</u>	<u>5,932,221</u>	<u>4,558,638</u>
Operating expenses:				
Sales and marketing	136,024	175,532	360,032	631,467
Development	418,912	848,528	1,291,208	2,780,630
General and administrative [2]	1,142,867	1,946,897	3,176,389	5,548,989
Depreciation and amortization	9,450	47,151	39,273	184,013
Total operating expenses	<u>1,707,253</u>	<u>3,018,108</u>	<u>4,866,902</u>	<u>9,145,099</u>
Gain from settlement of license liabilities	-	-	-	3,248,000
Other operating income	4,000	-	1,608,497	250,000
Income (loss) from operations	<u>798,948</u>	<u>(1,931,885)</u>	<u>2,673,816</u>	<u>(1,088,461)</u>
Interest expense	(1,434)	(29,852)	(19,184)	(90,480)
Other (loss) income, net	<u>(28,977)</u>	<u>1,388,712</u>	<u>3,374,690</u>	<u>1,010,001</u>
Net income (loss)	<u>768,537</u>	<u>(573,025)</u>	<u>6,029,322</u>	<u>(168,940)</u>
Less: Net loss attributable to non-controlling interest	<u>(20,759)</u>	<u>(18,445)</u>	<u>(59,432)</u>	<u>(55,332)</u>
Net income (loss) attributable to Motorsport Games Inc.	<u>\$ 789,296</u>	<u>\$ (554,580)</u>	<u>\$ 6,088,754</u>	<u>\$ (113,608)</u>
Net income (loss) attributable to Class A common stock per share:				
Basic and diluted	\$ 0.14	\$ (0.18)	\$ 1.32	\$ (0.04)
Weighted-average shares of Class A common stock outstanding:				
Basic and diluted	5,456,286	3,024,366	4,615,460	2,823,274

[1] Includes related party revenues of \$18,500 and \$0 for the three months ended September 30, 2025 and 2024, respectively, and \$43,500 and \$0 for the nine months ended September 30, 2025 and 2024, respectively.

[2] Includes related party expenses of \$10,500 and \$37,500 for the three months ended September 30, 2025 and 2024, respectively, and \$85,500 and \$188,772 for the nine months ended September 30, 2025 and 2024, respectively.

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

MOTORSPORT GAMES INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(UNAUDITED)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net income (loss)	\$ 768,537	\$ (573,025)	\$ 6,029,322	\$ (168,940)
Other comprehensive income (loss):				
Foreign currency translation adjustments	456,058	(1,196,084)	(2,714,032)	(739,642)
Comprehensive income (loss)	1,224,595	(1,769,109)	3,315,290	(908,582)
Comprehensive income (loss) attributable to non-controlling interests	190,040	(84,779)	211,761	(165,152)
Comprehensive income (loss) attributable to Motorsport Games Inc.	<u>\$ 1,034,555</u>	<u>\$ (1,684,330)</u>	<u>\$ 3,103,529</u>	<u>\$ (743,430)</u>

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

MOTORSPORT GAMES INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(UNAUDITED)

For the Three and Nine Months Ended September 30, 2025

	Class A		Class B		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity Attributable to Motorsport Games Inc.	Non- controlling Interest	Total Stockholders' Equity
	Common Stock		Common Stock							
	Shares	Amount	Shares	Amount						
Balance –										
January 1, 2025	3,183,558	\$ 315	700,000	\$ 70	\$92,960,275	\$ (91,789,968)	\$ (674,434)	\$ 496,258	\$ 729,744	\$ 1,226,002
Other comprehensive income (loss)	-	-	-	-	-	-	(888,880)	(888,880)	57,150	(831,730)
Net income (loss)	-	-	-	-	-	1,041,058	-	1,041,058	(18,445)	1,022,613
Balance –										
March 31, 2025	3,183,558	\$ 315	700,000	\$ 70	\$92,960,275	\$ (90,748,910)	\$ (1,563,314)	\$ 648,436	\$ 768,449	\$ 1,416,885
Issuance of common stock and pre-funded warrant, net	1,894,892	189	-	-	2,253,354	-	-	2,253,543	-	2,253,543
Other comprehensive income (loss)	-	-	-	-	-	-	(2,341,604)	(2,341,604)	3,244	(2,338,360)
Net income (loss)	-	-	-	-	-	4,258,400	-	4,258,400	(20,228)	4,238,172
Balance – June 30, 2025	<u>5,078,450</u>	<u>\$ 504</u>	<u>700,000</u>	<u>\$ 70</u>	<u>\$95,213,629</u>	<u>\$ (86,490,510)</u>	<u>\$ (3,904,918)</u>	<u>\$ 4,818,775</u>	<u>\$ 751,465</u>	<u>\$ 5,570,240</u>
Other comprehensive income	-	-	-	-	-	-	245,259	245,259	210,799	456,058
Net income (loss)	-	-	-	-	-	789,296	-	789,296	(20,759)	768,537
Balance – September 30, 2025	<u>5,078,450</u>	<u>\$ 504</u>	<u>700,000</u>	<u>\$ 70</u>	<u>\$95,213,629</u>	<u>\$ (85,701,214)</u>	<u>\$ (3,659,659)</u>	<u>\$ 5,853,330</u>	<u>\$ 941,505</u>	<u>\$ 6,794,835</u>

For the Three and Nine Months Ended September 30, 2024

	Class A		Class B		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity Attributable to Motorsport Games Inc.	Non- controlling Interest	Total Stockholders' Equity
	Common Stock		Common Stock							
	Shares	Amount	Shares	Amount						
Balance –										
January 1, 2024	2,722,728	\$ 269	700,000	\$ 70	\$91,923,311	\$ (89,037,012)	\$ (1,850,216)	\$ 1,036,422	\$ 1,053,282	\$ 2,089,704
Stock-based compensation	-	-	-	-	68,191	-	-	68,191	-	68,191
Other comprehensive income (loss)	-	-	-	-	-	-	580,233	580,233	(62,905)	517,328
Net loss	-	-	-	-	-	(1,664,956)	-	(1,664,956)	(18,442)	(1,683,398)
Balance –										
March 31, 2024	2,722,728	\$ 269	700,000	\$ 70	\$91,991,502	\$ (90,701,968)	\$ (1,269,983)	\$ 19,890	\$ 971,935	\$ 991,825
Stock-based compensation	-	-	-	-	10,658	-	-	10,658	-	10,658
Other comprehensive income (loss)	-	-	-	-	-	-	(80,305)	(80,305)	19,419	(60,886)
Net income (loss)	-	-	-	-	-	2,105,928	-	2,105,928	(18,445)	2,087,483
Balance – June 30, 2024	<u>2,722,728</u>	<u>\$ 269</u>	<u>700,000</u>	<u>\$ 70</u>	<u>\$92,002,160</u>	<u>\$ (88,596,040)</u>	<u>\$ (1,350,288)</u>	<u>\$ 2,056,171</u>	<u>\$ 972,909</u>	<u>\$ 3,029,080</u>
Issuance of common stock	460,830	46	-	-	884,005	-	-	884,051	-	884,051
Stock-based compensation	-	-	-	-	26,889	-	-	26,889	-	26,889
Other comprehensive loss	-	-	-	-	-	-	(1,129,750)	(1,129,750)	(66,334)	(1,196,084)
Net loss	-	-	-	-	-	(554,580)	-	(554,580)	(18,445)	(573,025)
Balance – September 30, 2024	<u>3,183,558</u>	<u>\$ 315</u>	<u>700,000</u>	<u>\$ 70</u>	<u>\$92,913,054</u>	<u>\$ (89,150,620)</u>	<u>\$ (2,480,038)</u>	<u>\$ 1,282,781</u>	<u>\$ 888,130</u>	<u>\$ 2,170,911</u>

MOTORSPORT GAMES INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

For the Nine Months Ended
September 30,

	2025	2024
Cash flows from operating activities:		
Net income (loss)	\$ 6,029,322	\$ (168,940)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Gain from settlement of license liabilities	-	(3,248,000)
Gain from settlement of purchase commitment liabilities	(175,460)	-
Gain on foreign currency exchange rates	(3,334,533)	(874,955)
Depreciation and amortization	795,387	1,755,517
Purchase commitment and license liability interest accretion	7,262	65,109
Non-cash lease expense	22,195	143,000
Stock-based compensation	-	105,738
Changes in the fair value of warrants	4,488	(25,476)
Changes in assets and liabilities:		
Accounts receivable	79,092	(149,456)
Operating lease liabilities	(23,122)	(140,203)
Prepaid expenses and other current assets	(215,304)	394,351
Accounts payable	(2,042,979)	1,756,712
Due to related parties	(13,310)	(64,924)
Accrued expenses and other liabilities	1,199,069	(1,298,358)
Net cash provided by (used in) operating activities	\$ 2,332,107	\$ (1,749,885)
Cash flows from investing activities:		
Capitalization of internally-developed software	(673,021)	-
Purchase of property and equipment	(3,865)	(25,145)
Net cash used in investing activities	\$ (676,886)	\$ (25,145)
Cash flows from financing activities:		
Repayments of purchase commitment liabilities	(750,000)	(50,000)
Equity issuance costs	(96,268)	-
Issuance of common stock from registered direct offerings	-	884,051
Proceeds from issuance of common stock and pre-funded warrant, net	2,349,811	-
Net cash provided by financing activities	\$ 1,503,543	\$ 834,051
Effect of exchange rate changes on cash and cash equivalents	110,655	16,764
Net increase (decrease) in cash and cash equivalents	3,269,419	(924,215)
Total cash and cash equivalents at beginning of the period	\$ 859,271	\$ 1,675,210
Total cash and cash equivalents at the end of the period	\$ 4,128,690	\$ 750,995
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the year for:		
Interest	\$ 12,131	\$ 25,371

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

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

NOTE 1 - BUSINESS ORGANIZATION, NATURE OF OPERATIONS, AND RISKS AND UNCERTAINTIES

Organization and Operations

Motorsport Gaming US LLC (“Motorsport Gaming”) was established as a limited liability company on August 2, 2018 under the laws of the State of Florida. On January 8, 2021, Motorsport Gaming converted into a Delaware corporation pursuant to a statutory conversion and changed its name to Motorsport Games Inc. (“Motorsport Games” or the “Company”). Upon effecting the corporate conversion on January 8, 2021, Motorsport Games now holds all the property and assets of Motorsport Gaming, and all of the debts and obligations of Motorsport Gaming were assumed by Motorsport Games by operation of law upon such corporate conversion.

Liquidity

The Company had net income of \$6.0 million and generated cash flows from operations of \$2.3 million for the nine months ended September 30, 2025. As of September 30, 2025, the Company had an accumulated deficit of \$85.7 million, working capital of \$3.0 million, and cash and cash equivalents of \$4.1 million, which increased to \$4.5 million as of October 31, 2025.

For the nine months ended September 30, 2025, the Company generated an average positive cash flow from operations of approximately \$0.3 million per month that was primarily due to increased profitability, \$0.8 million from the Wesco Insurance Company settlement in June 2025 and \$0.5 million from a settlement agreement with HC2 Holdings 2 Inc. in March 2025. Furthermore, the Company raised \$2.3 million in connection with shares sold in a private placement offering in April 2025. As such, the Company expects that its cash on hand will fund its operations for at least one year from the date the condensed consolidated financial statements are issued.

NOTE 2 – BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In management’s opinion, such statements include all adjustments (consisting only of normal recurring items) which are considered necessary for a fair statement of the Company’s unaudited condensed consolidated financial statements as of September 30, 2025 and for the three and nine months ended September 30, 2025. The Company’s results of operations for the three and nine months ended September 30, 2025 are not necessarily indicative of the operating results for the full year ending December 31, 2025 or any other period. These unaudited condensed consolidated financial statements should be read in conjunction with the Company’s audited consolidated financial statements and related disclosures as of December 31, 2024 and 2023 and for the years then ended which are included in the 2024 Form 10-K.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenue and expenses during the reporting period.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

The Company's significant estimates used in these condensed consolidated financial statements include, but are not limited to, revenue recognition criteria, offering periods for deferred net revenue, valuation allowance of deferred income taxes, and stock-based compensation valuation. Certain of the Company's estimates could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company's estimates and may cause actual results to differ from those estimates.

Reclassifications

Certain reclassifications of prior period amounts have been made to conform to the presentation of these condensed consolidated financial statements. These reclassifications had no effect on the prior year's results of operations.

Correction of an Immaterial Error in Previously Issued Financial Statements

The Company has revised the presentation of net loss attributable to the non-controlling interest in the joint venture with Automobile Club de l'Ouest discussed in Note 9 – *Commitments and Contingencies*, to correct an immaterial error in the presentation of the non-controlling interest. This increased net loss per Class A common share attributable to Motorsport Games Inc. by \$0.18 and \$0.43 for the three and nine months ended September 30, 2024, respectively.

In addition, the Company has revised the statement of cash flow for the nine months ended September 30, 2024 to revise the presentation of net cash used in operating activities to include a loss on foreign currency exchange rates that was previously included in the effect of exchange rate changes on cash and cash equivalents and other foreign currency-related adjustments to the changes in working capital. As a result, net cash used in operating activities and the effect of exchange rate changes on cash and cash equivalents increased by \$1.1 million for the nine months ended September 30, 2024.

Recently Issued Accounting Standards

As an emerging growth company ("EGC"), the Jumpstart Our Business Startups Act ("JOBS Act") allows the Company to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are applicable to private companies. The Company has elected to use this extended transition period under the JOBS Act until such time as the Company is no longer considered to be an EGC. The adoption dates discussed below reflect this election.

On January 1, 2024, the Company adopted Accounting Standards Update ("ASU") No. 2023-07, *Segment Reporting (Topic 280)*, which was issued by the Financial Accounting Standards Board ("FASB") on November 27, 2023. The new guidance improves reportable segment disclosures primarily through enhanced disclosures about significant segment expenses and by requiring current annual disclosures to be provided in interim periods. The new guidance is to be applied retrospectively to all prior periods presented unless impracticable to do so. As the guidance requires only additional disclosure, there are no effects of this standard on the Company's financial position, results of operations or cash flows. This adoption did not have a material impact on the condensed consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software* ("ASU 2025-06"), which modernizes the accounting for internal-use software. ASU 2025-06 removes all references to software development stages and requires capitalization of software costs when management has committed to the software project and it is probable the software will be completed and perform its intended use. ASU 2025-06 will be effective for the Company's interim and annual 2028 reporting periods, with early adoption permitted. The Company is currently evaluating the timing and method of its adoption of ASU 2025-06.

Significant Accounting Policies

There have been no material changes to the significant accounting policies disclosed in the audited consolidated financial statements for the year ended December 31, 2024, as included in the 2024 Form 10-K, except as disclosed in this note.

Subscriptions

In December 2024, the Company launched RaceControl, which is a subscription-based matchmaking and online racing system that provides enhanced access to online features, including championships, extended registration periods, and priority driver reports for a recurring monthly or annual fee. Sales of the Company's subscriptions are part of the Gaming segment, and are determined to have one performance obligation: the online hosting. The Company recognizes revenue from these arrangements ratably over the subscription term as the performance obligation is satisfied.

Development Costs

Development costs include third-party development and programming costs and the depreciation and amortization of assets used to conduct research and development. Such costs related to software development are charged to expense until the point that technological feasibility is reached, which for our software products is generally shortly before the products are released to production. Once technological feasibility is reached, such costs are capitalized and amortized to cost of revenue over the estimated lives of the products.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

NOTE 3 – INTANGIBLE ASSETS

Licensing Agreements

In March 2019, the Company entered into an agreement to facilitate the Le Mans Esports Series as part of a joint venture with Automobile Club de l'Ouest ("ACO"), the organizer of the 24 Hours of Le Mans endurance race. Through the Company's ownership interest in this joint venture, which was increased to 51% from 45% in January 2021, the Company secured the rights to be the exclusive video game developer and publisher for the 24 Hours of Le Mans race and the FIA World Endurance Championship (the "WEC"), which the 24 Hours of Le Mans race is a part of, for a ten-year period. In addition, through this joint venture with ACO, the Company has the right to create and organize esports leagues and events for the Le Mans Esports Series. The Company acquired a video gaming license (the "Le Mans Gaming License") and an esports license related to its ownership interest in this joint venture with the ACO.

In 2021, the Company also acquired intangible assets comprising the KartKraft computer video game as well as software, tradename and non-compete agreements related to its acquisition of 100% of the share capital of Studio397 B.V.

In October 2023, the Company sold its NASCAR License to iRacing.com Motorsport Simulations, LLC ("iRacing"). As consideration for such sale and assignment of the NASCAR License and all rights related thereto ("the Assignment"), iRacing paid the Company \$5.0 million at closing of the transactions contemplated by the Assignment. In addition, iRacing was obligated under the Assignment to pay the Company an additional (i) \$0.5 million payable on the date that is 6 months following such closing and (ii) \$0.5 million on the earlier of such date when all NASCAR Games have been removed by the Company from the websites, smart phone applications or other digital portal engaging in sales or providing access to the NASCAR Games, including without limitation Xbox, PlayStation and Switch and all other domain names, web addresses and websites used by the Company in the its business (collectively, the "Business Platforms"), or December 31, 2024, provided that all NASCAR Games have been removed by the Company from the Business Platforms; and in any event no earlier than such date that is one (1) year following the closing of the Assignment. As of December 31, 2024, iRacing had paid the full \$6.0 million due to the Company under the Terms of the Assignment.

Intangible Assets

The following is a summary of intangible assets as of September 30, 2025:

	Licensing Agreements (Finite)	Software (Finite)	Distribution Contracts (Finite)	Trade Names (Indefinite)	Non- Compete Agreements (Finite)	Accumulated Amortization	Total
Balance as of January 1, 2025	\$ 2,381,743	\$ 7,976,068	\$ 560,000	\$ 201,969	\$ 170,222	\$ (7,924,704)	\$ 3,365,298
Amortization expense	-	-	-	-	-	(756,114)	(756,114)
Additions	-	673,021	-	-	-	-	673,021
Foreign currency translation adjustments	189,222	703,662	-	16,670	19,510	(516,769)	412,295
Balance as of September 30, 2025	<u>\$ 2,570,965</u>	<u>\$ 9,352,751</u>	<u>\$ 560,000</u>	<u>\$ 218,639</u>	<u>\$ 189,732</u>	<u>\$ (9,197,587)</u>	<u>\$ 3,694,500</u>
Weighted average remaining amortization period at September 30, 2025	15.4	5.3	-	-	-	-	-

Accumulated amortization of intangible assets consists of the following:

	Licensing Agreements (Finite)	Software Licenses (Finite)	Distribution Contracts (Finite)	Non- Compete Agreements (Finite)	Accumulated Amortization
Balance as of January 1, 2025	\$ 1,201,282	\$ 5,993,200	\$ 560,000	\$ 170,222	\$ 7,924,704
Amortization expense	59,432	696,682	-	-	756,114
Foreign currency translation adjustment	-	497,259	-	19,510	516,769
Balance as of September 30, 2025	<u>\$ 1,260,714</u>	<u>\$ 7,187,141</u>	<u>\$ 560,000</u>	<u>\$ 189,732</u>	<u>\$ 9,197,587</u>

Estimated aggregate amortization expense of intangible assets for the next five years and thereafter is as follows:

For the Years Ending December 31,	Total
2025 (remaining period)	\$ 318,740
2026	1,274,962
2027	443,761
2028	291,984
2029	144,285
Thereafter	1,002,129
	<u>\$ 3,475,861</u>

Amortization expense related to intangible assets was approximately \$0.3 million and \$0.5 million for the three months ended September 30, 2025 and 2024, respectively, and amortization expense related to intangible assets was approximately \$0.8 million and \$1.6 million for the nine months ended September 30, 2025 and 2024, respectively.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

NOTE 4 – ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other current liabilities consisted of the following:

	September 30, 2025	December 31, 2024
Accrued royalties	\$ 338,170	\$ 148,006
Accrued professional and consulting fees	97,656	68,517
Accrued development costs	66,180	26,925
Accrued taxes	94,378	55,131
Accrued payroll	424,037	191,736
Deferred revenue	1,111,835	390,463
Loss contingency reserves (see Note 9)	-	41,764
Accrued other	151,182	147,521
Total	\$ 2,283,438	\$ 1,070,063

Deferred Revenue

The Company's deferred revenue, or contract liability, is classified as current and is included within accrued expenses and other current liabilities on the condensed consolidated balance sheets. Revenue collected in advance of the event is recorded as deferred revenue until the event occurs. Development, coding and subscription revenues are also recorded as deferred revenue until the Company's performance obligation is performed. Furthermore, deferred revenue includes payment advances from the Company's channel partners and sales transactions including future update rights and online hosting performance obligations, which are subject to deferral and recognized over the estimated offering period.

Revenue recognized in the period from amounts included in contract liability at the beginning of the period was approximately \$0.4 million and \$0.2 million for each of the nine-month periods ended September 30, 2025 and 2024, respectively.

NOTE 5 – RELATED PARTY LOANS

The Company had a \$12 million line of credit with its majority shareholder, Driven Lifestyle (the "\$12 million Line of Credit"), which bore interest at an annual rate of 10%, the availability of which was dependent on Driven Lifestyle's available liquidity. The \$12 million Line of Credit did not have a stated maturity date and was payable upon demand at any time at the sole and absolute discretion of Driven Lifestyle, and any principal and accrued interest owed would be accelerated and become immediately payable in the event the Company consummated certain corporate events, such as a capital reorganization. The Company was permitted to repay the \$12 million Line of Credit in whole or in part at any time or from time to time without penalty or charge.

On November 5, 2025, Driven Lifestyle and the Company terminated the \$12 million Line of Credit Agreement. Prior to this termination, the Company believed that there was a substantial likelihood that Driven Lifestyle would not fulfill any future borrowing requests, and therefore did not view the \$12 million Line of Credit as a viable source for future liquidity needs.

As of September 30, 2025 and December 31, 2024, there was no balance due to Driven Lifestyle under the \$12 million Line of Credit.

NOTE 6 – RELATED PARTY TRANSACTIONS

Related Party Revenue and Receivable - Pimax Innovation Co. Limited

In June 2025, the Company entered into a sponsorship arrangement with Pimax Innovation Co. Limited, an affiliate of a significant shareholder, which resulted in revenues worth approximately \$25,000 for the Company's activation event held in June 2025, and associated with the 24 Hours of Le Mans endurance race. In September 2025, the Company recorded approximately \$18,500 worth of gaming revenues with Pimax Innovation Co. Limited. As of September 30, 2025, the Company had a receivable balance of approximately \$24,000, which was recorded in accounts receivable, net on the accompanying condensed consolidated balance sheet.

Other Related Party Transactions – Driven Lifestyle Group LLC

The Company had other related party receivables and payables outstanding as of September 30, 2025 and December 31, 2024. Specifically, the Company owed approximately \$14,000 and \$26,000 to its related parties as a related party payable as of September 30, 2025 and December 31, 2024, respectively. During each of the nine-month periods ended September 30, 2025 and 2024, approximately \$0.1 million and \$0.2 million, respectively, was paid to related parties in settlement of related party payables.

On May 3, 2024 (but effective as of October 1, 2023), the Company entered into a new lease agreement with Lemon City Group, LLC, an entity controlled by Driven Lifestyle, for approximately 800 square feet of storage space located in Miami, Florida. The term of the lease was initially nine months, with a commencement date of October 1, 2023, consistent with the Company's initial date of occupancy, and expiring on June 30, 2024, terminable with a 60-day written notice with no penalty. The base rent from the lease commencement date through June 30, 2024 was fixed at approximately \$1,800 per month. The Company extended the lease for five additional months at the same terms through November 30, 2024 and did not extend the lease past this date.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

Backoffice Services Agreement

On March 23, 2023 (but effective as of January 1, 2023), the Company entered into a new Backoffice Services Agreement with Driven Lifestyle (the “Backoffice Services Agreement”) following the expiration of the Company’s prior services agreement with Driven Lifestyle. Pursuant to the Backoffice Services Agreement, Driven Lifestyle will provide accounting, payroll and benefits, human resources and other back-office services on a full-time basis to support the Company’s business functions. The term of the Backoffice Services Agreement is 12 months from the effective date. The term will automatically renew for successive 12-month terms unless either party provides written notice of nonrenewal at least 30 days prior to the end of the then current term. The Backoffice Services Agreement may be terminated by either party at any time with 60 days prior notice. Pursuant to the Backoffice Services Agreement, the Company is required to pay a monthly fee to Driven Lifestyle of \$17,500.

On August 8, 2024 (but effective as of July 1, 2024), the Company amended its Backoffice Services Agreement with Driven Lifestyle (the “Amended Backoffice Services Agreement”). Pursuant to the Amended Backoffice Services Agreement, Driven Lifestyle will provide office space, accounting, payroll and benefits, human resources and other back-office services on a full-time basis to support the Company’s business functions. The term of the Amended Backoffice Services Agreement is 12 months from the effective date. The term will automatically renew for successive 12-month terms unless either party provides written notice of nonrenewal at least 30 days prior to the end of the then current term. The Amended Backoffice Services Agreement may be terminated by either party at any time with 60 days prior notice. Pursuant to the Amended Backoffice Services Agreement, the Company is required to pay a revised monthly fee to Driven Lifestyle of \$12,500.

On August 8, 2025 (but effective as of July 1, 2025), the Company revised its Amended Backoffice Services Agreement with Driven Lifestyle (the “Revised Backoffice Services Agreement”). Pursuant to the Revised Backoffice Services Agreement, Driven Lifestyle will provide payroll, benefits, and human resource services to support the Company’s United States’ business functions. The term of the Revised Backoffice Services Agreement is 12 months from the effective date. The term will automatically renew for successive 12-month terms unless either party provides written notice of nonrenewal at least 30 days prior to the end of the then current term. The Revised Backoffice Services Agreement may be terminated by either party at any time with 60 days prior notice. Pursuant to the Revised Backoffice Services Agreement, the Company is required to pay a revised monthly fee to Driven Lifestyle of \$5,000 for July and August 2025 for office rent, use of Driven Lifestyle’s accounting system and U.S. payroll services, and starting on September 1, 2025, a revised monthly fee to Driven Lifestyle of \$500 for U.S. payroll services only.

For the nine months ended September 30, 2025 and 2024, the Company incurred \$85,500 and \$188,772, respectively, in fees in connection with the Backoffice Services Agreement. For the three months ended September 30, 2025 and 2024, the Company incurred \$10,500 and \$37,500, respectively, in fees in connection with the Backoffice Services Agreement, which is presented in general and administrative expenses within the condensed consolidated statements of operations.

NOTE 7 – STOCKHOLDERS’ EQUITY

Class A and B Common Stock

As of September 30, 2025, the Company had 5,078,450 shares of Class A common stock and 700,000 shares of Class B common stock outstanding. Holders of Class A and Class B common stock are entitled to one-vote and ten-votes, respectively, for each share held on all matters submitted to a vote of stockholders.

704Games Warrants

As of September 30, 2025 and December 31, 2024, 704Games LLC (“704Games”), a wholly-owned subsidiary of Motorsport Games Inc., has outstanding 10-year warrants to purchase 4,000 shares of common stock at an exercise price of \$93.03 per share that were issued on October 2, 2015. As of September 30, 2025, the warrants expired unexercised.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

Registered Direct Offerings and the Wainwright Warrants

On February 1, February 2 and February 3, 2023, the Company completed three separate registered direct offerings (the “Offerings”) priced at-market under Nasdaq rules with H.C. Wainwright & Co., LLC acting as the exclusive placement agent for each transaction (the “Agent”). In connection with the Offerings, the Company paid the Agent a transaction fee equal to 7.0% of the aggregate gross proceeds from each offering, non-accountable expenses and certain other closing fees. In addition, the Company granted warrants to the Agent (or its designees) to purchase shares of the Company’s Class A common stock equal to 6.0% of the aggregate number of shares of Class A common stock placed in each Offering (collectively, the “Wainwright Warrants”). The Offerings are summarized as follows:

	Offering Date	Shares Issued	Gross Proceeds	Net Proceeds	Wainwright Warrants Issued	Warrant Strike Price	Warrant Term
Registered direct offering 1	February 1, 2023	183,020	\$ 3.9 million	\$ 3.6 million	10,981	\$ 26.75	5 years
Registered direct offering 2	February 2, 2023	144,366	\$ 3.4 million	\$ 3.1 million	8,662	\$ 29.38	5 years
Registered direct offering 3	February 3, 2023	232,188	\$ 4.0 million	\$ 3.7 million	13,931	\$ 21.74	5 years

As of September 30, 2025 and December 31, 2024, the Wainwright Warrants were assessed to have a fair value of approximately \$9,000 and \$4,000, respectively, and deemed to be liability-classified awards, which were recorded within other non-current liabilities on the condensed consolidated balance sheets.

The Company utilized a Black-Scholes Option Pricing Model to determine the fair value of the Wainwright Warrants. The Black-Scholes model requires management to make a number of key assumptions, including expected volatility, expected term, and risk-free interest rate. The risk-free interest rate is estimated using the rate of return on U.S. treasury notes with a life that approximates the expected term. The expected term assumption used in the Black-Scholes model represents the period of time that the Wainwright Warrants are expected to be outstanding and is estimated using the contractual term of the Wainwright Warrants.

July 2024 Securities Purchase Agreement

On July 26, 2024, the Company entered into a securities purchase agreement (the “Purchase Agreement”) with certain investors. The Purchase Agreement provided for the sale and issuance by the Company of an aggregate of: (i) 351,928 shares (the “Shares”) of the Company’s Class A common stock, \$0.0001 par value (the “Class A common stock”), (ii) pre-funded warrants (the “Pre-Funded Warrants”) to purchase up to an aggregate of 108,902 shares of Class A common stock, and (iii) in a concurrent private placement, Series A warrants (the “Series A Warrants”) to purchase up to 460,830 shares of Class A common stock and Series B warrants (the “Series B Warrants,” and collectively with the Series A Warrants, the “Purchase Warrants”) to purchase up to 460,830 shares of Class A common stock (the “July 2024 Offerings”). The Company raised approximately \$1.0 million in gross proceeds from the July 2024 Offerings before deducting \$0.1 million in placement agent’s fees and other offering expenses. The Pre-Funded Warrants were exercised on August 13, 2024.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

The offering price per Share and accompanying Purchase Warrants (one Series A Warrant and one Series B Warrant) was \$2.17 and the offering price per Pre-Funded Warrant and accompanying Purchase Warrants (one Series A Warrant and one Series B Warrant) was \$2.1699. Each Pre-Funded Warrant became exercisable immediately for one share of the Company's Class A common stock at an exercise price of \$0.0001 per share and expired when exercised in full.

The Shares and the Pre-Funded Warrants described above (and the shares of the Company's Class A common stock issuable upon the exercise of the Pre-Funded Warrants) were offered pursuant to an effective shelf registration statement on Form S-3 (File No. 333-262462) (the "Registration Statement"), a base prospectus included in the Registration Statement at the time it originally became effective (the "Base Prospectus"), and a prospectus supplement, dated July 26, 2024 (the "Prospectus Supplement"), filed with the Securities and Exchange Commission (the "Commission") on July 29, 2024 pursuant to Rule 424(b)(5) under the Securities Act.

The Series A Warrants and the Series B Warrants both have an exercise price of \$2.17 per share. The shares of Class A common stock issuable upon the exercise of the Purchase Warrants are collectively referred to as the "Warrant Shares." The Purchase Warrants will become exercisable on the effective date of the stockholder approval for the issuance of the shares of Class A common stock issuable upon exercise of the Purchase Warrants (the "Stockholder Approval Date"). The Series A Warrants will expire five and one-half years following the Stockholder Approval Date and the Series B Warrants will expire 18 months following the Stockholder Approval Date. The Purchase Warrants and the Warrant Shares are not being registered under the Securities Act pursuant to the Registration Statement and the Prospectus Supplement. The Purchase Warrants and the Warrant Shares were offered pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. As of September 30, 2025, the Purchase Warrants had not been approved by stockholders.

On July 29, 2024, the Company completed the July 2024 Offerings with H.C. Wainwright & Co., LLC acting as the exclusive placement agent for the transaction (the "Agent"). In connection with the July 2024 Offerings, the Company paid the Agent a transaction fee equal to 7.0% of the aggregate gross proceeds from the offering, non-accountable expenses and certain other closing fees. The Company also issued to the designees of H.C. Wainwright & Co., LLC warrants to purchase up to 27,650 shares of Class A common stock (the "Placement Agent Warrants") as compensation for acting as placement agent in connection with the Purchase Agreement. The Purchase Agent Warrants were offered pursuant to an exemption from the registration requirements of the Securities Act provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. As of September 30, 2025, the Purchase Agent Warrants had not been approved by stockholders.

The Purchase Warrants and Placement Agent Warrants are deemed to be liability-classified awards with an immaterial balance as of September 30, 2025.

Common Stock and Pre Funded Warrant

On April 11, 2025, the Company entered into a securities purchase agreement with several institutional and accredited investors for the issuance and sale in the Private Placement of the following securities for aggregate gross proceeds of approximately \$2.5 million: (i) 1,894,892 shares of the Company's Class A common stock, par value \$0.0001 and (ii) the Pre-Funded Warrant to purchase up to 377,836 shares of Class A Common Stock at an exercise price of \$0.0001 per share ("the Pre-Funded Warrant"). The purchase price for one share of Class A Common Stock was \$1.10 and the purchase price for one pre-funded warrant was \$1.0999 per share. The Company received net proceeds of approximately \$2.35 million from the Private Placement, after deducting offering expenses paid by the Company. As of September 30, 2025, the Pre-Funded Warrant has not been exercised.

NOTE 8 – SHARE-BASED COMPENSATION

On January 12, 2021, in connection with its initial public offering, Motorsport Games established the Motorsport Games Inc. 2021 Equity Incentive Plan (the "MSGM 2021 Stock Plan"). The MSGM 2021 Stock Plan provides for the grant of options, stock appreciation rights, restricted stock awards, performance share awards and restricted stock unit awards, and initially authorized 100,000 shares of Class A common stock to be available for issuance. As of September 30, 2025, 3,172 shares of Class A common stock were available for issuance under the MSGM 2021 Stock Plan. Shares issued in connection with awards made under the MSGM 2021 Stock Plan are generally issued as new issuances of Class A common stock.

The Company did not issue stock options under its MSGM 2021 Stock Plan during the nine months ended September 30, 2025. As of September 30, 2025, there were 96,828 options outstanding under the MSGM 2021 Stock Plan with a weighted average exercise price of \$61.76. The majority of the options issued under the MSGM 2021 Stock Plan have time-based vesting schedules, typically vesting ratably over a three-year period. Certain stock option awards differed from this vesting schedule, as well as those made to the Company's current and former directors that vest on the one-year anniversary of award issuance. All stock options issued under the MSGM 2021 Stock Plan expire 10 years from the grant date.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

Stock-Based Compensation

The following table summarizes stock-based compensation expense resulting from equity awards included in the Company's condensed consolidated statements of operations:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
General and Administrative	\$ -	\$ 24,371	\$ -	\$ 103,746
Sales and Marketing	-	331	-	1,803
Development	-	2,187	-	189
Stock-based compensation expense	<u>\$ -</u>	<u>\$ 26,889</u>	<u>\$ -</u>	<u>\$ 105,738</u>

As of September 30, 2025, there was no unrecognized stock-based compensation expense.

The following shares were excluded from the calculation of weighted average dilutive common shares because their inclusion would have been anti-dilutive:

	For the Three and Nine Months Ended September 30,	
	2025	2024
Stock options (1)	96,828	97,902
Warrants (2)	33,574	33,574
	<u>130,402</u>	<u>131,476</u>

- (1) Represents all outstanding stock options as of September 30, 2025 and 2024. The weighted average exercise price for anti-dilutive options was \$61.76 for the three and nine months ended September 30, 2025, respectively.
- (2) Represents all outstanding warrants as of September 30, 2025 and 2024, excluding the Pre-Funded Warrant. The exercise price for the warrants range from \$21.74 to \$29.38.

In connection with a securities purchase agreement entered into on July 26, 2024, the Company issued warrants to investors and H.C. Wainwright & Co., LLC to purchase up to an aggregate of 949,310 shares of Class A common stock ("the Outstanding Warrants"). These warrants will become exercisable on the effective date of the stockholder approval for the issuance of the shares of Class A common stock issuable upon exercise of the warrants. As of September 30, 2025, the Outstanding Warrants have not been approved by stockholders.

NOTE 9 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company is involved in various routine legal proceedings incidental to the ordinary course of its business. The Company believes that the outcome of all pending legal proceedings in the aggregate is not reasonably likely to have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows, except as otherwise disclosed below. In light of the uncertainties involved in legal proceedings generally, the ultimate outcome of a particular matter could be material to the Company's operating results for a particular period depending on, among other things, the size of the loss or the nature of the liability imposed and the level of the Company's income for that particular period. Litigation or other legal proceedings, with or without merit, is unpredictable and generally expensive and time consuming and, even if resolved in the Company's favor, is likely to divert significant resources from the Company's core business, including distracting its management personnel from their normal responsibilities.

Certain conditions may exist as of the date the condensed consolidated financial statements are issued, which may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company, or unasserted claims that may result in such proceedings, the Company evaluates the perceived merits of any legal proceedings or unasserted claims, as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's condensed consolidated financial statements. If the assessment indicates that a potential material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability and an estimate of the range of possible losses, if determinable and material, would be disclosed. The Company recognizes legal costs associated with loss contingencies in the period incurred.

Loss contingencies considered remote are generally not disclosed, unless they involve guarantees, in which case the guarantees would be disclosed. There can be no assurance that such matters will not materially and adversely affect the Company's business, financial position, and results of operations or cash flows.

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On February 11, 2021, HC2 Holdings 2 Inc. (now known as Innovate 2) (“Innovate”) and Continental General Insurance Company (“Continental”), former minority stockholders of 704Games, filed a complaint (the “HC2 and Continental Complaint”) in the U.S. District Court for the District of Delaware against the Company, the Company’s former Chief Executive Officer and Executive Chairman, the Company’s former Chief Financial Officer, and the manager of Driven Lifestyle. The complaint was later amended and added Leo Capital Holdings LLC (“Leo Capital”) as an additional plaintiff and the controller of Driven Lifestyle as an additional individual defendant. The complaint alleges, among other things, purported misrepresentations and omissions concerning 704Games’ financial condition made in connection with the Company’s purchase of these minority shareholders’ interest in 704Games in August and October 2020. The complaint asserts claims under Section 10(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and Rule 10b-5 thereunder; Section 20(a) of the Exchange Act; Section 20A of the Exchange Act; breach of the Company’s obligations under the Stockholders’ Agreement dated August 14, 2018; fraudulent inducement; breach of fiduciary duties; and unjust enrichment. The plaintiffs alleged, among other things, damages from the defendants, jointly and severally, based on the alleged difference between the fair market value of the shares of common stock of 704Games on the date of plaintiffs’ sale and the purchase price that was paid, as well as punitive damages and other relief. In May 2021, the Company, along with the other defendants, filed a motion to dismiss the plaintiffs’ complaint. On March 28, 2022, the court entered an order denying the motion to dismiss.

On January 11, 2023, in connection with the HC2 and Continental Complaint, the Company, along with other defendants, entered into a settlement agreement with one of the plaintiffs, Continental, to settle the claims made by Continental against the defendants and the claims made by the defendants against Continental. Under the terms of the settlement agreement, the Company was obligated to pay the sum of \$1.1 million to Continental. The Company paid an initial payment of approximately \$0.1 million on January 17, 2023, and was obligated to make payments of no less than approximately \$40,000 every 30 days after the initial payment date until the settlement amount of \$1.1 million was paid in full. As of September 30, 2025, all required payments under the settlement agreement with Continental have been made in full.

On October 14, 2023, the Company, along with other defendants, reached and executed a settlement agreement with Leo Capital in connection with the HC2 and Continental Complaint, which settles the claims made by Leo Capital against the defendants, as well as the claims made by the defendants against Leo Capital. Under the terms of the settlement agreement, the Company was obligated to pay the sum of \$0.2 million to Leo Capital. The Company paid the full \$0.2 million settlement on October 16, 2023, as required by terms of the settlement agreement.

In respect of Innovate, on February 26, 2025, the U.S. District Court for the District of Delaware (the “Court”) granted the summary judgment motion filed by the Company and the other defendants, the Company’s former Chief Executive Officer and Executive Chairman, the Company’s former Chief Financial Officer, and the Manager of Driven Lifestyle Group LLC., in the case titled Innovate 2 Corp., Motorsport Games Inc., et al., No. 1:21-cv-165-SB. The judgment entered by the Court held in favor of the Company and the other defendants on all counts and also granted the Company summary judgment against Innovate on the Company’s claim for breach of the stock purchase agreement entered into between the parties. Pursuant to the Court order, the parties submitted a joint status report on March 12, 2025 regarding the remaining issues in the case, including Motorsport’s damages on its counterclaim. On March 27, 2025, the Company entered in a Settlement Agreement (the “Settlement Agreement”) regarding the HC2 and Continental Complaint and in which the Company asserted a breach of contract counterclaim against Innovate seeking damages for the Company’s attorneys’ fees and costs. Pursuant to the Settlement Agreement, Innovate has agreed to pay the Company Five Hundred Thousand Dollars (\$500,000), of which \$300,000 was paid on March 31, 2025 (“Initial Payment”), \$100,000 was paid on August 15, 2025 and \$100,000 was paid on October 31, 2025. The Settlement Agreement provides that the parties caused all of their claims in the Action to be dismissed with prejudice within three (3) business days after receipt of the Initial Payment. The \$500,000 gain from the Settlement Agreement is recorded as other operating income on the accompanying condensed consolidated statements of operations. As of September 30, 2025, the remaining \$100,000 payment expected from Innovate under the Settlement Agreement is recorded as prepaid expenses and other current assets on the accompanying condensed consolidated balance sheet.

On July 28, 2023, Wesco Insurance Company (“Wesco”) filed a complaint in state court in Florida against the Company, as well as the other defendants involved in the litigation related to the HC2 and Continental Complaint (the “Underlying Action”). The Company had previously submitted the Underlying Action for coverage under a management liability policy issued by Hallmark Specialty Insurance Company (“Hallmark”) and an excess policy with Wesco (the “Wesco Policy”). The Company is an insured party under the management liability policy issued by Hallmark and under the Wesco Policy. Wesco’s complaint seeks declaratory relief to determine Wesco’s obligations to the defendants under an excess policy of insurance issued to the Company by Wesco for the Underlying Action. Wesco claims that there is no coverage afforded to the defendants for the Underlying Action under the Wesco Policy.

On June 2, 2025 (the “Effective Date”), Wesco and Driven Lifestyle, which is the Company’s majority shareholder entered into a Settlement and Release Agreement (the “Wesco Settlement Agreement”), which provides that (1) within thirty (30) calendar days after the Effective Date, Wesco shall pay the sum of \$800,000 to Driven Lifestyle for the benefit of the Company (the “Wesco Settlement Payment”) and (2) within ten (10) calendar days after the receipt of the Wesco Settlement Payment, Wesco and Driven Lifestyle shall file stipulations to dismiss the Wesco’s filed complaint with prejudice. The Wesco Settlement Agreement also provides for a release of claims by Wesco and Driven Lifestyle, including on behalf of their direct and indirect subsidiaries. As of September 30, 2025, Wesco has fully paid the \$800,000 required under the terms of the Wesco Settlement Agreement, resulting in a gain of \$800,000 recorded as other operating income on the accompanying condensed consolidated statements of operations. On June 19, 2025, Wesco and Driven Lifestyle filed stipulations to dismiss Wesco’s filed complaint with prejudice, as required by the terms of the Wesco Settlement Agreement.

Motorsport Games Inc. and Subsidiaries
Notes to Unaudited Condensed Consolidated Financial Statements

Commitments

On January 25, 2021, the Company entered into an amendment (the “Le Mans Amendment”) to the Le Mans Esports Series Ltd joint venture agreement, which resulted in an increase of the Company’s ownership interest in the Le Mans Esports Series Ltd joint venture from 45% to 51%. Additionally, through certain multi-year licensing agreements that were entered into in connection with the Le Mans Amendment, the Company secured the rights to be the exclusive video game developer and publisher for the 24 Hours of Le Mans race and the WEC, as well as the rights to create and organize esports leagues and events for the 24 Hours of Le Mans race, the WEC and the 24 Hours of Le Mans Virtual event. In exchange for certain of these license rights, the Company agreed to fund up to €8,000,000 (approximately \$9,293,000 USD as of September 30, 2025) as needed for development of the video game products, to be contributed on an as-needed basis during the term of the applicable license. The Company is obligated to pay ACO an annual royalty payment of €250,000 beginning from the time of the launch of the first video game product and continuing through each anniversary thereof for the term of the license. Further, pursuant to the Le Mans Amendment, the Company has a right to priority distribution of profits to recoup the additional funding and royalty payments made by the Company under the Le Mans Gaming License. See Note 3 – *Intangible Assets* for additional information.

Epic License Agreement

On August 11, 2020, the Company entered into a licensing agreement with Epic Games International (“Epic”) for worldwide licensing rights to Epic’s proprietary computer program known as the Unreal Engine 4. Pursuant to the agreement, upon payment of the initial license fee described below, the Company was granted a nonexclusive, non-transferable and terminable license to develop, market and sublicense (under limited circumstances and subject to conditions of the agreement) certain products using the Unreal Engine 4 for its next generation of games.

The Company will pay Epic a license fee royalty payment equal to 5% of product revenue, as defined in the licensing agreement. During the nine months ended September 30, 2025 and 2024, Epic earned royalties of approximately \$11,000, and during the three months ended September 30, 2025 and 2024, earned royalties of approximately \$4,000 under the agreement. Pursuant to the terms of the agreement, the Company has the right to actively develop new or existing authorized products during a 5-year period, which ended on August 11, 2025.

License Commitments

On May 29, 2020, the Company secured a licensing agreement (the “Prior BTCC License Agreement”) with BARC (TOCA) Limited (“BARC”), the exclusive promoter of the British Touring Car Championship (the “BTCC”). Pursuant to the Prior BTCC License Agreement, the Company was granted an exclusive license (the “BTCC License”) to use certain licensed intellectual property for motorsports and/or racing video gaming products related to, themed as, or containing the BTCC, on consoles, PC and mobile applications, esports series and esports events (including the Company’s esports platform). In exchange for the BTCC License, the Prior BTCC License Agreement required the Company to pay BARC an initial fee in two equal installments of \$100,000 each, both of which were made prior to their respective due dates. Following the initial fee, the Prior BTCC License Agreement also required the Company to pay royalties, including certain minimum annual guarantees, on an ongoing basis to BARC and to meet certain product distribution, marketing and related milestones, subject to termination penalties. On October 26, 2023, BARC delivered notice to the Company terminating the Prior BTCC License Agreement. The termination of the Prior BTCC License Agreement was effective as of November 3, 2023. On April 12, 2024, the Company entered into a settlement agreement (the “BARC Settlement Agreement”) with BARC for settlement of the remaining liability in connection with the Prior BTCC License. Pursuant to the BARC Settlement Agreement, the Company and BARC, without admitting any liabilities, agreed that the Prior BTCC License Agreement was terminated without any liabilities and that any and all royalties and/or any other sums whatsoever were forgiven by BARC and discharged in their entirety in consideration of (i) the Company’s one-time payment of \$225,000 to BARC and (ii) the Company and BARC entering, effective as of April 12, 2024, into a new License Agreement to use certain licensed intellectual property related to, themed as, or containing the British Touring Car Championship (the “New BTCC License Agreement”). Pursuant to the BARC Settlement Agreement, the Company recognized a gain of \$0.6 million which was included in gain from settlement of license liabilities on the consolidated statements of operations for the nine months ended September 30, 2024.

On April 12, 2024, the Company and BARC entered into the New BTCC License Agreement. Pursuant to the New BTCC License Agreement, BARC granted the Company a non-exclusive license to use the “British Touring Car Championship,” “BTCC” and (insofar only as this is included in the title of the British Touring Car Championship) certain title sponsor logos, the title “British Touring Car Championship,” “BTCC” and other related intellectual property rights described in the New BTCC License Agreement (collectively, the Licensed IP”) for the official Licensed IP downloadable content purchased for the rFactor 2 video game digitally sold and distributed through the Steam store (including, but not limited to purchases through the Company’s RaceControl storefront) (the “Products”), including the Products’ development, manufacturing, marketing, publicity, advertisement, promotion, distribution, publicizing, broadcasting, streaming, making available and/or selling worldwide, continued commercial exploitation of the Products, including the right to use, modify and improve the Products developed using the Licensed IP. As consideration for the license under the New BTCC License Agreement, the Company is obligated to pay BARC an annual royalty in the amount of 50% of Adjusted Gross Annual Sales (as defined in the New BTCC License Agreement) of official Company’s downloadable Products purchased for the rFactor 2 video game digitally sold and distributed through the Steam store during the term of the New BTCC License Agreement. The term of the New BTCC License Agreement expires on December 31, 2026. The New BTCC License Agreement further provides that, during the term of New BTCC License Agreement, the Company and BARC agree to negotiate in good faith the options for the Company to develop an official British Touring Car Championship video game and one or more esports competitions based upon the British Touring Car Championship.

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On July 13, 2021, the Company entered into a license agreement with INDYCAR LLC (“INDYCAR”) pursuant to which INDYCAR granted the Company a license to use certain licensed intellectual property for motorsports and/or racing video gaming products related to, themed as, or containing the INDYCAR SERIES (the “INDYCAR Gaming License”). The INDYCAR Gaming License was a long-term agreement, in connection with which the parties intended to form an exclusive relationship for the development of video games to be the official video games of the INDYCAR SERIES. Additionally, the Company and INDYCAR entered into a license agreement pursuant to which the Company was granted a license to use certain licensed intellectual property for motorsports and/or racing esports events related to, themed as, or containing the INDYCAR SERIES (including the rFactor 2 platform) (the “INDYCAR Esports License” and together with the INDYCAR Gaming License, the “INDYCAR Licenses”). Upon execution of the INDYCAR Gaming License, the Company recorded a liability and a related intangible asset equal to the present value of the minimum royalty payments due under the agreement. The license intangible asset was impaired during 2023 as discussed further in Note 4 – *Intangible Assets* in the audited consolidated financial statements for the year ended December 31, 2023, as included in the 2023 Form 10-K. On November 8, 2023, INDYCAR delivered notice to the Company terminating the INDYCAR Licenses. The termination of the INDYCAR Licenses was effective as of November 8, 2023. The notice also demanded, among other things, certain liquidated damages in accordance with the INDYCAR license agreements amounting to approximately \$2.9 million related to certain minimum payments due under such license agreements.

On May 17, 2024, the Company entered into a Settlement Agreement and License with INDYCAR (“the INDYCAR Agreement”). The INDYCAR Agreement resolved any and all disputes between the Company and INDYCAR with respect to the termination of (i) the License Agreement, dated July 13, 2021, by and between INDYCAR and the Company with respect to INDYCAR SERIES racing series related gaming products (the “IndyCar Products License”) and (ii) the License Agreement, dated July 13, 2021, by and between INDYCAR and the Company with respect to INDYCAR SERIES racing series related esports events (the “IndyCar Events License,” together with the IndyCar Products License, the “Prior License Agreements”). Pursuant to the INDYCAR Agreement, subject to the satisfaction of the conditions to the effectiveness of the INDYCAR Agreement, the Company and INDYCAR agreed that the Company’s liabilities under the Prior License Agreements, including any and all royalties and/or any other sums or liabilities of any kind whatsoever were forgiven by INDYCAR and discharged in their entirety in consideration of the Company’s payment to INDYCAR of \$250,000 on the date of the INDYCAR Agreement and \$150,000 within 30 days following the date of execution of the INDYCAR Agreement. The INDYCAR Agreement became effective upon satisfaction of (i) the Company’s payment to INDYCAR of \$250,000 on the date of the INDYCAR Agreement and (ii) the Company’s payment of \$150,000 to INDYCAR within 30 days following the date of execution of the INDYCAR Agreement. Both \$250,000 and \$150,000 were paid to INDYCAR by the Company in May 2024. Pursuant to the INDYCAR Agreement, the Company recognized a gain of \$2.5 million which was included in gain from settlement of license liabilities on the consolidated statements of operations for the year ended December 31, 2024.

Further, as of the effective date of the INDYCAR Agreement, the Company granted to INDYCAR a royalty-free, perpetual, irrevocable, exclusive, transferable, and sublicensable, right and license throughout the world (the “License”) to use the licensed intellectual property described in the Agreement (the “Licensed Intellectual Property”) for the purpose of developing, marketing, distributing and selling esports series and esports events related to, themed as, or containing the INDYCAR SERIES racing series and/or motorsports and/or racing (including without limitation simulation style) video gaming products related to, themed as or containing the INDYCAR SERIES racing series, on current and future versions of consoles, PCs, smart TVs, mobile applications, gaming subscription services, cloud gaming, cloud streaming, handheld products and other new generation formats. In addition, the Company agreed to provide INDYCAR from the effective date of the INDYCAR Agreement to December 31, 2024, upon request by INDYCAR, with up to 50 hours free-of-charge consulting services to facilitate the transition of the INDYCAR series game development using the Licensed Intellectual Property to the software developer of INDYCAR’s choice.

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Purchase Commitment Liabilities

On April 20, 2021, the Company acquired 100% of the share capital of Studio 397 B.V. (“Studio397”) from Luminis International B.V. and Technology In Business B.V. (collectively, the “Sellers”). The purchase price originally consisted of (i) \$12.8 million paid at closing and (ii) \$3.2 million payable April 2022 on the first anniversary of closing, as deferred consideration (the “Deferred Payment”). On April 22, 2022 and July 21, 2022, the Company entered into certain letter agreements with the Sellers pursuant to which, among other things, the Deferred Payment installment amount due to be paid by the Company on the first anniversary of closing was reduced from \$3.2 million to \$1 million with the remaining \$2.2 million to be settled in installments of: \$330,000 to be paid on July 31, 2022; for the period August 15, 2022, through December 15, 2022 monthly installments of \$100,000 and for the period beginning on January 15, 2023, monthly installments of \$150,000 until the remaining Deferred Payment amount is satisfied. The letter agreements also call for 15% interest on the Deferred Payment balance effective on July 19, 2022. As security for payment of the amounts owed, we pledged 20% of the share capital of Studio397 (the “Pledged Shares”) to the Sellers. The terms of the sale provide that, in the event the Company fails to make any payment due subsequent to the closing, the Sellers would become entitled to exercise the voting rights and receive any dividends or distributions associated with the Pledged Shares.

On February 20, 2025, the Company entered into a Settlement Agreement with the Sellers, pursuant to which and subject to the satisfaction of the conditions to the effectiveness of the Luminis Settlement Agreement (as described below), the Company and the Sellers agreed that the Company will pay to the Sellers in full satisfaction of all amounts due, including the Deferred Payment, the sum of \$750,000 payable to Luminis in five (5) equal installment payments of \$150,000, commencing on March 5, 2025 and thereafter continuing on April 2, 2025, May 5, 2025, June 4, 2025 and July 3, 2025, which resulted in a gain of approximately \$175,000 recorded as other income (expense), net on the accompanying condensed consolidated statements of operations. The Luminis Settlement Agreement further provided that, upon receipt of the entire Settlement Payment by the Sellers, all amounts owed by the Company under the Studio397 Purchase Agreement, including the Deferred Payments, shall be deemed to have been paid and settled in full and the Sellers shall release their security interest in the pledged stock of Studio397, and if the Company fails to make any Settlement Payment when due and the breach is not cured within five (5) days of receipt of written notice thereof, the Agreement may be terminated by the Sellers. The final \$150,000 payment was made by the Company to Luminis on July 2, 2025, which has resulted in full settlement of all amounts due to Luminis under the Settlement Agreement.

NOTE 10 – CONCENTRATIONS

Customer Concentrations

The following table sets forth information as to each customer that accounted for 10% or more of the Company’s revenues for the following periods:

Customer	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2025	2024	2025	2024
Customer B	*%	22.9%	*%	21.4%
Customer C	*%	17.7%	*%	19.6%
Customer D	56.6%	43.2%	61.1%	45.8%
Customer H	23.1%	*%	20.1%	*%
Total	79.7%	83.8%	81.2%	86.8%

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The following table sets forth information as to each customer that accounted for 10% or more of the Company's trade accounts receivable as of:

Customer	September 30, 2025	December 31, 2024
Customer B	*%	16.8%
Customer C	*%	15.1%
Customer D	60.2%	45.2%
Customer H	13.9%	*%
Customer F	10.7%	*%
Total	<u>84.8%</u>	<u>77.1%</u>

A reduction in sales from or loss of these customers, in a significant amount, could have a material adverse effect on the Company's results of operations and financial condition.

* Less than 10%.

NOTE 11 – SEGMENT REPORTING

The Company's principal operating segments coincide with the types of products and services sold by the Company. The products and services from which revenues are derived are consistent with the reporting structure of the Company's internal organization. The Company's two reportable segments for the three and nine months ended September 30, 2025 and 2024 were (i) the development and publishing of interactive racing video games, entertainment content and services (the "Gaming segment"); and (ii) the organization and facilitation of esports tournaments, competitions and events for the Company's licensed racing games as well as on behalf of third-party video game racing series and other video game publishers (the "esports segment"). The Company's Chief Operating Decision Maker ("CODM") has been identified as the Company's Chief Executive Officer, who reviews operating results to make decisions about allocating resources and assessing performance for the entire Company. Segment information is presented based upon the Company's management organization structure as of September 30, 2025 and the distinctive nature of each segment. Future changes to this internal financial structure may result in changes to the reportable segments disclosed. There are no inter-segment revenue transactions and, therefore, revenues are only to external customers. As the Company primarily generates its revenues from customers in the United States, no geographical segments are presented.

Segment operating profit is determined based upon internal performance measures used by the CODM. The Company derives the segment results from its internal management reporting system. The accounting policies the Company uses to derive reportable segment results are the same as those used for external reporting purposes. Management measures the performance of each reportable segment based upon several metrics, including net revenues, gross profit and operating loss. Management uses these results to evaluate the performance of, and to assign resources to, each of the reportable segments. The Company manages certain operating expenses separately at the corporate level and does not allocate such expenses to the segments. Segment income from operations excludes interest income/expense and other income or expenses and income taxes according to how a particular reportable segment's management is measured. Management does not consider impairment charges, and unallocated costs in measuring the performance of the reportable segments.

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Segment information available with respect to these reportable business segments was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenues:				
Gaming	\$ 3,100,018	\$ 1,802,946	\$ 7,450,311	\$ 6,713,635
Esports	-	-	-	-
Total Revenues	\$ 3,100,018	\$ 1,802,946	\$ 7,450,311	\$ 6,713,635
Cost of Revenues:				
Gaming	\$ 597,817	\$ 716,723	\$ 1,518,090	\$ 2,154,997
Esports	-	-	-	-
Total Cost of Revenues	\$ 597,817	\$ 716,723	\$ 1,518,090	\$ 2,154,997
Gross Profit:				
Gaming	\$ 2,502,201	\$ 1,086,223	\$ 5,932,221	\$ 4,558,638
Esports	-	-	-	-
Total Gross Profit	\$ 2,502,201	\$ 1,086,223	\$ 5,932,221	\$ 4,558,638
Sales and Marketing Expenses:				
Gaming	\$ 135,422	\$ 175,532	\$ 359,430	\$ 631,467
Esports	602	-	602	-
Total Sales and Marketing Expenses	\$ 136,024	\$ 175,532	\$ 360,032	\$ 631,467
Development Expenses:				
Gaming	\$ 418,912	\$ 848,528	\$ 1,291,208	\$ 2,780,630
Esports	-	-	-	-
Total Development Expenses	\$ 418,912	\$ 848,528	\$ 1,291,208	\$ 2,780,630
General and Administrative Expenses:				
Gaming	\$ 1,142,867	\$ 1,943,776	\$ 3,158,374	\$ 5,516,751
Esports	-	3,121	18,015	32,238
Total General and Administrative Expenses	\$ 1,142,867	\$ 1,946,897	\$ 3,176,389	\$ 5,548,989
Depreciation and Amortization:				
Gaming	\$ 3,833	\$ 34,898	\$ 21,143	\$ 147,206
Esports	5,617	12,253	18,130	36,807
Total Depreciation and Amortization	\$ 9,450	\$ 47,151	\$ 39,273	\$ 184,013
Income (Loss) From Operations				
Gaming	\$ 845,456	\$ (1,906,342)	\$ 2,763,102	\$ (938,465)
Esports	(46,508)	(25,543)	(89,286)	(149,996)
Total Income (Loss) From Operations	\$ 798,948	\$ (1,931,885)	\$ 2,673,816	\$ (1,088,461)
Interest Expense, net:				
Gaming	\$ (1,434)	\$ (29,852)	\$ (19,184)	\$ (89,900)
Esports	-	-	-	(580)
Total Interest Expense, net	\$ (1,434)	\$ (29,852)	\$ (19,184)	\$ (90,480)
Other Income (Expense), net				
Gaming	\$ (13,021)	\$ 1,388,712	\$ 3,215,098	\$ 1,010,001
Esports	(15,956)	-	159,592	-
Total Other Income (Expense), net	\$ (28,977)	\$ 1,388,712	\$ 3,374,690	\$ 1,010,001
Net Income (Loss):				
Gaming	\$ 815,045	\$ (547,483)	\$ 6,118,608	\$ (18,312)
Esports	(46,508)	(25,542)	(89,286)	(150,628)
Total Net Income (Loss)	\$ 768,537	\$ (573,025)	\$ 6,029,322	\$ (168,940)
September 30, 2025 December 31, 2024				
Total Assets:				
Gaming		\$ 8,402,703		\$ 5,065,073
Esports			1,698,410	1,203,148
Total Assets		\$ 10,101,113		\$ 6,268,221

NOTE 12 - SUBSEQUENT EVENTS

The Company evaluates subsequent events and transactions that occur after the balance sheet date up to the date that the unaudited condensed consolidated financial statements were issued.

On November 5, 2025, Driven Lifestyle and the Company terminated the \$12 million Line of Credit Agreement. Prior to this termination, the Company believed that there was a substantial likelihood that Driven Lifestyle would not fulfill any future borrowing requests, and therefore did not view the \$12 million Line of Credit as a viable source for future liquidity needs.

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

The following discussion should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2024 (the “2024 Form 10-K”) filed with the Securities and Exchange Commission (the “SEC”) on March 20, 2025 and the condensed consolidated financial statements and accompanying notes included in Part I, Item 1 of this Report. Unless the context requires otherwise, references to the “Company,” “Motorsport Games,” “we,” “us” and “our” refer to Motorsport Games Inc., a Delaware corporation.

About Motorsport Games

Motorsport Games is a racing game developer, publisher and esports ecosystem provider of official motorsport racing series, including the iconic 24 Hours of Le Mans endurance race (“Le Mans”) and the associated FIA World Endurance Championship (the “WEC”). Our portfolio also includes the KartKraft karting simulation game, as well as Studio 397 B.V. (“Studio397”) and their rFactor 2 realistic racing simulator technology and platform. rFactor 2 also powers F1® Arcade through a partnership with Kindred Concepts. Our purpose is to make the thrill of motorsports accessible to everyone by creating the highest quality, most sophisticated and innovative experiences for racers, gamers and fans of all ages. Our products and services target a large global motorsport audience.

We develop and publish racing video games including for personal computers (PCs) through various digital channels, including full-game and downloadable content (“DLC”). We have obtained the official licenses to develop multi-platform games for the 24 Hours of Le Mans race and the WEC. We are also striving to become a leader in organizing and facilitating esports tournaments, competitions, and events for our licensed racing games.

On October 3, 2023, we sold our NASCAR licensed rights under that certain Second Amended and Restated Distribution and License Agreement with NASCAR Team Properties (“NTP”) (the “NASCAR License”) to iRacing.com Motorsport Simulations, LLC. Prior to the sale of our NASCAR License, we had been the official video game developer and publisher for the NASCAR video game racing franchise and had the exclusive right to create and organize esports leagues and events for NASCAR using our NASCAR racing video games, in each case, subject to certain limited exceptions. Concurrently with the sale of our NASCAR License, we entered into an agreement with NTP pursuant to which we had a limited non-exclusive right and license to, among other things, sell our NASCAR games and DLCs that were in our product portfolio through December 31, 2024 (the “NASCAR New Limited License”).

On February 20, 2024, we released *Le Mans Ultimate* on PC in early access. *Le Mans Ultimate* is the official game of the WEC and 24 Hours of Le Mans, and is the first officially licensed and dedicated 24 Hours of Le Mans video game release in over twenty years. On July 22, 2025, we released *Le Mans Ultimate* Version 1.0. This milestone marks the completion of the title’s Early Access phase and ushers in a new era of continued development and expansion for the official game of the FIA World Endurance Championship and the 24 Hours of Le Mans.

Trends and Factors Affecting Our Business

Product Release Schedule

Our financial results are impacted by the timing of our product releases and the commercial success of those titles. Our recent product releases include:

<u>Title</u>	<u>Release Date and Platform</u>
Le Mans Ultimate	February 20, 2024, available on PC
Le Mans Ultimate – 2024 DLC Pack 1	July 23, 2024, available on PC
Le Mans Ultimate – 2024 DLC Pack 2	September 24, 2024, available on PC
Le Mans Ultimate – 2024 DLC Pack 3	December 10, 2024, available on PC
Le Mans Ultimate – 2024 DLC Pack 4	February 25, 2025, available on PC
Le Mans Ultimate – 2024 DLC Pack 5	June 10, 2025, available on PC
Le Mans Ultimate – Version 1.0 Release	July 22, 2025, available on PC
Le Mans Ultimate – ELMS Pack 1	September 23, 2025, available on PC

We continually evaluate our planned product release schedule and modify the timing of upcoming products based on developments in our business, or if we believe it will result in a better consumer experience. The sale of our NASCAR License and the termination of our BTCC License and INDYCAR License, as disclosed elsewhere in this Report, has impacted our long-term product release schedule as we will no longer be producing NASCAR, BTCC and INDYCAR titles moving forward.

As we continue to evaluate the cost saving initiatives and explore other strategic alternatives and potential options for our business, including, but not limited to, the sale or licensing of certain of our assets, further adjustments to our product roadmap may be required.

Digital Business

Players increasingly purchase our games as digital downloads, as opposed to purchasing physical discs. All of our titles that are available through retailers as packaged goods products are also available through direct digital download. For the nine-month periods ended September 30, 2025 and 2024, substantially all of our revenue from sales of video games for game consoles and PCs was through digital channels. We believe this trend of increasing direct digital downloads is primarily due to benefits relating to convenience and accessibility that digital downloads provide. In addition, as part of our digital business strategy, we aim to drive ongoing engagement and incremental revenue from recurrent consumer spending on our titles through in-game purchases and extra content.

Esports

We are striving to become a leader in organizing and facilitating esports tournaments, competitions, and events for our licensed racing games as well as on behalf of third-party racing game developers and publishers. In 2023, we organized the grand finale of the Le Mans Virtual Series 2022/23, the 24 Hours of Le Mans Virtual event, which had a cumulative total of approximately 8.8 million video views with approximately 27 million minutes watched. The 24 Hours of Le Mans Virtual event had a global audience of 5 million across television (TV)/over-the-top (OTT) channels. Although we did not organize the Le Mans Virtual Series for the 2023/24 or 2024/25 seasons, we currently plan on organizing the 2025/26 Le Mans Virtual Series to commence this year. We also intend to continue exploring opportunities to expand the recurring portion of our esports segment outside of Le Mans.

Hardware Platforms

In the past we derived most of our revenue from the sale of products made for video game consoles manufactured by third parties, such as Sony Interactive Entertainment Inc.'s ("Sony") PlayStation and Microsoft Corporation's ("Microsoft") Xbox consoles, which comprised approximately 2% and 51% of our total revenue for the nine months ended September 30, 2025 and 2024, respectively. For the nine months ended September 30, 2025 and 2024, the sale of products for Microsoft Windows via Steam comprised approximately 64% and 38% of our total revenue, respectively, and the sale of products via Genba comprised approximately 18% and 1% of our total revenue, respectively. For the nine months ended September 30, 2025 and 2024, licensing and development agreements comprised approximately 6% and 4% of our total revenue, respectively. The success of our business is dependent upon consumer acceptance of video game console/PC platforms and continued growth in the installed base of these platforms.

Recurring Revenue Sources

Our business model includes revenue that we deem recurring in nature, which historically consisted primarily of revenue from our annualized NASCAR video game racing franchise for game consoles, PC, and mobile platforms, as well as our RaceControl subscription service. We historically have been able to forecast the revenue from this area of our business with greater relative confidence than for new games, services, and business models. Following the sale of our NASCAR License and as we continue to incorporate new business models and modalities of play into our games, our goal is to continue to look for opportunities to expand the recurring portion of our business, including through subscriptions and the planned introduction of new annualized sports franchise games, such as with Le Mans.

Reportable Segments

We use the "management approach" in determining reportable operating segments. The management approach considers the internal organization and reporting used by our chief operating decision maker for making operating decisions and assessing performance as the source for determining our reportable segments. Our chief operating decision maker is our Chief Executive Officer ("CEO"), who reviews operating results to make decisions about allocating resources and assessing performance for the entire company. We classified our reportable operating segments into (i) the development and publishing of interactive racing video games, entertainment content and services (the "Gaming segment") and (ii) the organization and facilitation of esports tournaments, competitions, and events for our licensed racing games as well as on behalf of third-party video game racing series and other video game publishers (the "esports segment").

Components of Our Results of Operations

Revenues

We have historically derived substantially all of our revenue from sales of our games and related extra content that can be played by customers on a variety of platforms, including game consoles, mobile phones, PCs and tablets. Starting in 2019, we began generating sponsorship revenues from our production of live and virtual esports events. In early 2022, we also began offering software development services for racing simulators and in December 2024, we started offering a subscription service via RaceControl, our matchmaking and online racing platform.

Our product and service offerings included within the Gaming segment primarily include, but are not limited to, full PC, console, and mobile games with both online and offline functionality, which generally include:

- the initial game delivered digitally or via physical disk at the time of sale, which also typically provides access to offline core game content;
- updates to previously released games on a when-and-if-available basis, such as software patches or updates, and/or additional content to be delivered in the future, both paid and free; and
- outsourced code and content development services.

Our product and service offerings included within the esports segment relate primarily to curating esports events.

Cost of Revenues

Cost of revenues for our Gaming segment is primarily comprised of royalty expenses, which historically has been attributable to our NASCAR License prior to its sale and certain other third parties relating to our NASCAR racing series games. Cost of revenues for our Gaming segment is also comprised of merchant fees, disk manufacturing costs, packaging costs, web hosting costs, shipping costs, warehouse costs, distribution fees to distribute products to retail stores, mobile platform fees associated with our mobile revenue (for transactions in which we are acting as the principal in the sale to the end customer) and amortization of certain acquired license agreements and other intangible assets acquired through our various acquisitions and internally-developed software. Furthermore, cost of revenues for our Gaming segment includes costs associated with our outsourced code and content development services. Cost of revenues for our esports segment consists primarily of the cost of event staffing and event production.

Sales and Marketing

Sales and marketing expenses are primarily comprised of salaries, benefits and related taxes of our in-house marketing teams, advertising, marketing, and promotional expenses, including fees paid to social media platforms and other websites where we market our products.

Development

Development expenses consist of the cost to develop the games we produce, which includes salaries, benefits, and operating expenses of our in-house development teams, as well as consulting expenses for any contracted external development. Development expenses also include expenses relating to our software licenses, maintenance, and studio operating expenses.

General and Administrative

General and administrative expenses consist primarily of salaries, benefits and other costs associated with our operations including, finance, human resources, information technology, public relations, legal audit and compliance fees, facilities, and other external general and administrative services.

Depreciation and Amortization

Depreciation and amortization expenses include depreciation on fixed assets (primarily computers and office equipment), as well as amortization of certain definite lived intangible assets acquired through our various acquisitions.

Results of Operations

Three Months Ended September 30, 2025 compared to Three Months Ended September 30, 2024

In this section, references to 2025 refer to the three months ended September 30, 2025 and references to 2024 refer to the three months ended September 30, 2024.

Revenues

	For the Three Months Ended		Change	
	September 30,			
	2025	2024	\$	%
Revenues:				
Gaming	\$ 3,100,018	\$ 1,802,946	\$ 1,297,072	71.9%
Esports	-	-	-	-%
Total Revenues	<u>\$ 3,100,018</u>	<u>\$ 1,802,946</u>	<u>\$ 1,297,072</u>	<u>71.9%</u>

Consolidated revenues were \$3.1 million and \$1.8 million for 2025 and 2024, respectively, an increase of \$1.3 million, or 71.9%, when compared to the prior period. The increase in Gaming segment revenues was primarily due to a \$1.8 million increase in 2025 from sales of our Le Mans Ultimate racing title, particularly DLC sales, a \$0.4 million increase from RaceControl, and a \$0.1 million increase in our rFactor 2 title, compared to 2024, offset by a \$1.0 million decrease in revenues in 2025 related to NASCAR, a gaming title we are no longer authorized to sell starting in 2025.

We did not organize a Le Mans Virtual Series (“LMVS”) event in 2025 or 2024, resulting in no earned sponsorship or events revenue in 2025 and 2024 in our Esports segment.

Cost of Revenues

	For the Three Months Ended September 30,		Change	
	2025	2024	\$	%
Cost of revenues:				
Gaming	\$ 597,817	\$ 716,723	\$ (118,906)	(16.6)%
Esports	-	-	-	-%
Total Cost of Revenues	<u>\$ 597,817</u>	<u>\$ 716,723</u>	<u>\$ (118,906)</u>	<u>(16.6)%</u>

Consolidated cost of revenues were \$0.6 million and \$0.7 million for 2025 and 2024, respectively, a decrease of \$0.1 million, or 16.6%, when compared to the prior period. The decrease in Gaming segment cost of revenues was primarily driven by a reduction in royalty payments, mainly related to our NASCAR titles as a direct result of no significant game sales for the franchise in 2025 compared to the prior period.

Gross Profit

	For the Three Months Ended September 30,		Change	
	2025	2024	\$	%
Gross Profit				
Gaming	\$ 2,502,201	\$ 1,086,223	\$ 1,415,978	130.4%
Esports	-	-	-	-%
Total Gross Profit	<u>\$ 2,502,201</u>	<u>\$ 1,086,223</u>	<u>\$ 1,415,978</u>	<u>130.4%</u>

**For the Three Months Ended
September 30,**

	2025	2024
Gaming - Gross Profit Margin	80.7%	60.2%
Esports - Gross Profit (Loss) Margin	0.0%	0.0%
Total Gross Profit Margin	80.7%	60.2%

Consolidated gross profit was \$2.5 million and \$1.1 million for 2025 and 2024, respectively, an increase of \$1.4 million, or 130.4%, when compared to the prior period. Gross profit margin was 80.7% in 2025, compared to 60.2% in 2024. The increase in our Gaming segment gross profit of \$1.1 million and an increase in gross profit margin was primarily due to a reduction in royalty payments, mainly related to our NASCAR titles as a direct result of no significant game sales for the franchise in 2025 compared to the prior period.

As explained above, we did not organize an LMVS event in 2025 or 2024.

Operating Expenses

	For the Three Months Ended September 30,		Change	
	2025	2024	\$	%
Operating Expenses:				
Sales and marketing	\$ 136,024	\$ 175,532	\$ (39,508)	(22.5)%
Development	418,912	848,528	(429,616)	(50.6)%
General and administrative	1,142,867	1,946,897	(804,030)	(41.3)%
Depreciation and amortization	9,450	47,151	(37,701)	(80.0)%
Total Operating Expenses	<u>\$ 1,707,253</u>	<u>\$ 3,018,108</u>	<u>\$ (1,310,855)</u>	<u>(43.4)%</u>

Changes in operating expenses are explained in more detail below:

Sales and Marketing

Sales and marketing expenses were \$0.1 million and \$0.2 million for 2025 and 2024, respectively, representing a \$0.1 million, or 22.5%, decrease when compared to the prior period. The reduction in sales and marketing expenses was primarily driven by a \$0.1 million reduction in payroll and employee-related expense as a result of lower headcount when compared to the prior period.

Development

Development expenses were \$0.4 million and \$0.8 million for 2025 and 2024, respectively, representing a \$0.4 million, or 50.6%, decrease when compared to the prior period. The reduction in development expenses was primarily driven by a \$0.3 million decrease in payroll as a result of lower headcount and the capitalization of internally-development software costs, and a \$0.1 million decrease in external development services, when compared to the prior period.

General and Administrative

General and administrative (“G&A”) expenses were \$1.1 million and \$1.9 million for 2025 and 2024, respectively, a decrease of \$0.8 million, or 41.3%, when compared to the prior period. The reduction in G&A expenses was primarily driven by a \$0.8 million decrease in legal and professional fees, a decrease of \$0.2 million in severance expenses and \$0.1 million reduction in insurance costs, offset by a \$0.3 million increase in payroll expenses, when compared to the prior period.

Depreciation and Amortization

Depreciation and amortization expenses for 2025 and 2024 presented no significant changes to the depreciation of capital assets.

Other Operating Income

Other operating income for 2025 and 2024 presented no significant changes.

Interest Expense

Interest expense was approximately \$1,000 and \$30,000 for 2025 and 2024, respectively. Interest expense in 2024 primarily relates to non-cash interest accretion of purchase commitment liabilities relating to the acquisition of Studio397 in April 2021.

Other (Loss) Income, net

Other loss, net was approximately \$29,000 for 2025, compared to other income, net of \$1.4 million for 2024, a decrease of \$1.4 million compared to the prior period. Other loss, net of approximately \$29,000 for 2025 and other income, net of \$1.4 million for 2024 are primarily comprised of foreign currency losses and gains arising from remeasuring transactions denominated in a currency other than U.S. Dollars.

Other Comprehensive Income (Loss)

Other comprehensive income was \$0.5 million for 2025, compared to other comprehensive loss of \$1.2 million for 2024. The \$1.7 million increase in other comprehensive income was primarily due to operational transactions in our U.K. and Netherlands subsidiaries, and represents unrealized foreign currency translation adjustments.

Net Loss Attributable to Non-Controlling Interest

Net loss attributable to non-controlling interest was approximately \$21,000 and \$18,000 for 2025 and 2024, respectively, and is attributed to the Le Mans Esports Series Ltd joint venture.

Nine Months Ended September 30, 2025 compared to Nine Months Ended September 30, 2024

In this section, references to 2025 refer to the nine months ended September 30, 2025 and references to 2024 refer to the nine months ended September 30, 2024.

Revenue

	For the Nine Months Ended September 30,		Change	
	2025	2024	\$	%
Revenues:				
Gaming	\$ 7,450,311	\$ 6,713,635	\$ 736,676	11.0%
Esports	-	-	-	-%
Total Revenues	<u>\$ 7,450,311</u>	<u>\$ 6,713,635</u>	<u>\$ 736,676</u>	<u>11.0%</u>

Consolidated revenues were \$7.5 million and \$6.7 million for 2025 and 2024, respectively, an increase of \$0.7 million, or 11.0%, when compared to the prior period. The increase in Gaming segment revenues was primarily due to a \$3.4 million increase in 2025 from sales of our Le Mans Ultimate racing title released in February 2024, particularly DLC sales, which were higher compared to 2024, and \$0.7 million from RaceControl, offset by a \$3.4 million decrease in revenues in 2025 related to NASCAR, a gaming title we are no longer authorized to sell starting in 2025.

We did not organize an LMVS event in 2025 or 2024, resulting in no earned sponsorship or events revenue in 2025 and 2024 in our Esports segment.

Cost of Revenues

	For the Nine Months Ended		Change	
	September 30,		\$	%
	2025	2024		
Cost of Revenues:				
Gaming	\$ 1,518,090	\$ 2,154,997	\$ (636,907)	(29.6)%
Esports	-	-	-	-%
Total Cost of Revenues	<u>\$ 1,518,090</u>	<u>\$ 2,154,997</u>	<u>\$ (636,907)</u>	<u>(29.6)%</u>

Consolidated cost of revenues were \$1.5 million and \$2.1 million for 2025 and 2024, respectively, a decrease of \$0.6 million, or 29.6%, when compared to the prior period. The decrease in Gaming segment cost of revenues was primarily driven by a reduction in royalty payments, mainly related to our NASCAR titles as a direct result of no significant game sales for the franchise in 2025 compared to the prior period.

Gross Profit

	For the Nine Months Ended		Change	
	September 30,		\$	%
	2025	2024		
Gross Profit:				
Gaming	\$ 5,932,221	\$ 4,558,638	\$ 1,373,583	30.1%
Esports	-	-	-	-%
Total Gross Profit	<u>\$ 5,932,221</u>	<u>\$ 4,558,638</u>	<u>\$ 1,373,583</u>	<u>30.1%</u>

	For the		Change	
	Nine Months Ended		\$	%
	September 30,			
2025	2024			
Gaming - Gross Profit Margin			79.6%	67.9%
Esports - Gross Profit Margin			0.0%	0.0%
Total Gross Profit Margin			79.6%	67.9%

Consolidated gross profit was \$5.9 million and \$4.6 million for 2025 and 2024, respectively, an increase of \$1.4 million, or 30.1%, when compared to the prior period. Gross profit margin was 79.6% in 2025, compared to 67.9% in 2024. The increase in our Gaming segment gross profit of \$1.4 million, and an increase in gross profit margin, was primarily due to higher revenues and a reduction in royalty payments, mainly related to our NASCAR titles as a direct result of no significant game sales for the franchise in 2025 compared to the prior period.

Operating Expenses

	For the Nine Months Ended		Change	
	September 30,		\$	%
	2025	2024		
Operating Expenses:				
Sales and marketing	\$ 360,032	\$ 631,467	\$ (271,435)	(43.0)%
Development	1,291,208	2,780,630	(1,489,422)	(53.6)%
General and administrative	3,176,389	5,548,989	(2,367,600)	(42.8)%
Depreciation and amortization	39,273	184,013	(144,740)	(78.7)%
Total Operating Expenses	<u>\$ 4,866,902</u>	<u>\$ 9,145,099</u>	<u>\$ (4,278,197)</u>	<u>(46.8)%</u>

Changes in operating expenses are explained in more detail below:

Sales and Marketing

Sales and marketing expenses were \$0.4 million and \$0.6 million for 2025 and 2024, respectively, representing a \$0.3 million, or 43.0% decrease when compared to the prior period. The reduction in sales and marketing expense was primarily driven by a \$0.3 million reduction in payroll and employee-related expenses as a result of lower headcount, when compared to the prior period.

Development

Development expenses were \$1.3 million and \$2.8 million for 2025 and 2024, respectively, representing a \$1.5 million, or 53.6% decrease when compared to the prior period. The reduction in development expenses was primarily driven by a \$1.1 million decrease in payroll-related expenses as a result of lower headcount and the capitalization of internally-developed software costs, a decrease of \$0.3 million in external development services, and a \$0.1 million decrease in software expenses, when compared to the prior period.

General and Administrative

G&A expenses were \$3.2 million and \$5.5 million for 2025 and 2024, respectively, a decrease of \$2.4 million, or 42.8%, when compared to the prior period. The reduction in G&A expenses was primarily driven by a \$1.9 million decrease in legal and professional fees, a \$0.3 million decrease in insurance expense, a decrease of \$0.2 million in severance costs, as well as a decrease of \$0.1 million in office rent and stock compensation expense, respectively, offset by a \$0.2 million increase in payroll expenses, when compared to the prior period.

Depreciation and Amortization

Depreciation and amortization expenses for 2025 and 2024 presented no significant changes to the depreciation of capital assets.

Gain from Settlement of License Liabilities

Gain from settlement of license liabilities of \$3.2 million for 2024 is primarily comprised of a \$2.5 million gain stemming from a Settlement and License Agreement with INDYCAR LLC executed on May 17, 2024 and a gain of \$0.6 million related to the Settlement Agreement with BARC (TOCA) LIMITED, the exclusive promoter of the British Touring Car Championship on April 12, 2024.

Other Operating Income

Other operating income was \$1.6 million for 2025, compared to \$0.3 million for 2024, an increase of \$1.3 million compared to the prior period. Other operating income of \$1.6 million for 2025 primarily includes \$0.8 million from the Wesco Insurance Company settlement, \$0.5 million from a settlement agreement with HC2 Holdings 2 Inc. (now known as Innovate 2) and \$0.3 million related to discounts negotiated on a few outstanding vendor invoices. Other operating income of \$0.3 million for 2024 relates to the gain from the sale of Traxion, which was our motorsport and racing games community content platform, in April 2024.

Interest Expense

Interest expense was approximately \$19,000 and \$90,000 for 2025 and 2024, respectively, primarily from non-cash interest accretion of purchase commitment liabilities relating to the acquisition of Studio397 in April 2021.

Other Income, net

Other income, net was \$3.4 million for 2025, compared to \$1.0 million for 2024, an increase of \$2.4 million compared to the prior period. Other income, net of \$3.4 million for 2025 was primarily comprised of \$3.2 million in foreign currency gains arising from remeasuring transactions denominated in a currency and a \$0.2 million gain from the Settlement Agreement entered into with Luminis on February 20, 2025. Other income, net of \$1.0 million for 2024 was primarily comprised of \$0.9 million in foreign currency gains arising from remeasuring transactions denominated in a currency other than U.S. dollars and \$0.1 million in rental income.

Other Comprehensive Loss

Other comprehensive loss was \$2.7 million for 2025, compared to \$0.7 million for 2024. The \$2.0 million increase in other comprehensive loss was primarily due to operational transactions in our U.K. and Netherlands subsidiaries, and represents unrealized foreign currency translation adjustments.

Net Loss Attributable to Non-Controlling Interest

Net loss attributable to non-controlling interest was approximately \$59,000 and \$55,000 for 2025 and 2024, respectively, and is attributed to the Le Mans Esports Series Ltd joint venture.

Liquidity and Capital Resources

Liquidity

We have historically financed our operations primarily through cash generated from operations, advances from Driven Lifestyle pursuant to the \$12 million Line of Credit (as defined below) and through sales of our equity securities.

We measure our liquidity in a number of ways, including the following:

	September 30, 2025	December 31, 2024
Cash and cash equivalents	\$ 4,128,690	\$ 859,271
Working capital (deficiency)	\$ 3,045,588	\$ (2,225,300)

For the nine months ended September 30, 2025, we generated net income of \$6.0 million and generated cash flows from operations of approximately \$2.3 million that was primarily due to increased profitability, \$0.8 million from the Wesco Insurance Company settlement in June 2025 and \$0.5 million from a settlement agreement with HC2 Holdings 2 Inc. in March 2025. As of September 30, 2025, we had an accumulated deficit of \$85.7 million, working capital of \$3.0 million, and cash and cash equivalents of \$4.1 million, which increased to \$4.5 million as of October 31, 2025. We expect that our cash on hand will fund our operations for at least one year from the date the condensed consolidated financial statements are issued. Our future liquidity and capital requirements include funds to support the planned costs to operate our business, including amounts required to fund working capital, support the development and introduction of new products and maintain existing titles, and certain capital expenditures.

Historically, we have financed our operations primarily through revenue generated from operations, loans and sales of our securities, and we expect to continue to seek and obtain additional capital in a similar manner. Management is actively pursuing financing and other strategic plans, however, we do not have any committed sources of financing at this time, and it is uncertain whether any additional funding will be available when we need it on terms that will be acceptable to us, or at all. There can be no assurance that we will be able to raise funds by selling additional securities, which sales, if successful, could dilute the ownership interest of our existing shareholders. In addition, our ability to sell additional securities may be limited by the terms of the right of first refusal granted to the purchasers in the private placement offering that closed on April 11, 2025 (the "April Private Placement"). The issuance of debt can result in restrictive covenants that limit operations. If funding is not available or not available at terms acceptable to us, we will seek to further reduce overhead costs and our cash obligations in the short term, as needed. In addition, we may look to divest or bring in equity partners for our various divisions and bring in near term capital.

Cash Flows from Operating Activities

Net cash provided by (used in) operating activities for the nine months ended September 30, 2025 and 2024 was \$2.3 million and (\$1.7) million, respectively. The net cash provided by operating activities for the nine months ended September 30, 2025 was primarily a result of our net income of \$6.0 million, adjusted for net non-cash adjustments of \$2.7 million and \$1.0 million of cash provided by changes in the levels of operating assets and liabilities. The net cash used in operating activities for the nine months ended September 30, 2024 was primarily a result of our net loss of \$0.2 million, adjusted for net non-cash adjustments of \$2.1 million and \$0.5 million of cash provided by changes in the levels of operating assets and liabilities.

Cash Flows from Investing Activities

Net cash used in investing activities for the nine months ended September 30, 2025 and 2024 was approximately \$0.7 million and \$0.03 million, respectively. The net cash used in investing activities during the nine months ended September 30, 2025 relates to capitalization of internally-developed software. The net cash used in investing activities during the nine months ended September 30, 2024 was attributable to the purchases of property and equipment.

Cash Flows from Financing Activities

Net cash provided by financing activities during the nine months ended September 30, 2025 and 2024 was \$1.5 million and \$0.8 million, respectively. Cash flows provided by financing activities during the nine months ended September 30, 2025 were primarily attributable to \$2.3 million raised in connection with shares sold in a private placement offering in April 2025, offset by a \$0.8 million payment for purchase commitments. Cash flows provided by financing activities for the nine months ended September 30, 2024 were primarily attributable to \$0.9 million raised in connection with shares sold in our registered direct offering, offset by a \$0.1 million payment for purchase commitments.

Promissory Note Line of Credit

On April 1, 2020, we entered into a promissory note (the “\$12 million Line of Credit”) with an affiliated entity, Driven Lifestyle, that provided us with a line of credit of up to \$10 million (which was subsequently increased to \$12 million pursuant to an amendment executed in November 2020) at an interest rate of 10% per annum, the availability of which was dependent on Driven Lifestyle’s available liquidity. The \$12 million Line of Credit did not have a stated maturity date and was payable upon demand at any time at the sole and absolute discretion of Driven Lifestyle, and any principal and accrued interest owed would be accelerated and become immediately payable in the event we consummated certain corporate events, such as a capital reorganization. We were permitted to prepay the \$12 million Line of Credit in whole or in part at any time or from time to time without penalty or charge.

On November 5, 2025, we terminated the \$12 million Line of Credit Agreement pursuant to a Loan Termination Agreement with Driven Lifestyle. Prior to this termination, we believed that there was a substantial likelihood that Driven Lifestyle would not fulfill any future borrowing requests, and therefore did not view the \$12 million Line of Credit as a viable source for future liquidity needs.

See Note 5 – *Related Party Loans* in our condensed consolidated financial statements in this Report for further information. As of September 30, 2025, the balance due to Driven Lifestyle under the \$12 million Line of Credit was \$0.

Other Financing Activity

On July 29, 2024, we completed the July 2024 Offerings with certain investors, which raised approximately \$1.0 million in gross proceeds (the “\$1.0 million RDO”) before deducting \$0.1 million in placement agent’s fees and other offering expenses. In connection with the \$1.0 million RDO, we issued Series A warrants (the “Series A Warrants”) to purchase up to 460,830 shares of Class A common stock and Series B warrants (the “Series B Warrants,” and collectively with the Series A Warrants, the “Purchase Warrants”) to purchase up to 460,830 shares of Class A common stock. The Series A Warrants and the Series B Warrants both have an exercise price of \$2.17 per share. The shares of Class A common stock issuable upon the exercise of the Purchase Warrants are collectively referred to as the “Warrant Shares.” The Purchase Warrants will become exercisable on the effective date of the stockholder approval for the issuance of the shares of Class A common stock issuable upon exercise of the Purchase Warrants (the “Stockholder Approval Date”). The Series A Warrants will expire five and one-half years following the Stockholder Approval Date and the Series B Warrants will expire 18 months following the Stockholder Approval Date. We also issued to the designees of H.C. Wainwright & Co., LLC warrants to purchase up to 27,650 shares of Class A common stock (the “Placement Agent Warrants”) as compensation for acting as placement agent in connection with the \$1.0 million RDO. As of the date of the filing of this Quarterly Report on Form 10-Q, the exercise of the Purchase Warrants and Placement Agent Warrants have not been approved by stockholders.

On April 11, 2025, we entered into securities purchase agreements (the “April Purchase Agreements”) with several institutional and accredited investors for the issuance and sale in the April Private Placement of the following securities for gross proceeds of approximately \$2.5 million: (i) 1,894,892 shares of our Class A common stock and (ii) a pre-funded warrant (the “April Pre-Funded Warrant”) to purchase up to 377,836 shares of our Class A common stock at an exercise price of \$0.0001 per share. The purchase price for one share of Class A common stock was \$1.10 and the purchase price for one pre-funded warrant was \$1.0999 per share. We received net proceeds of approximately \$2.35 million from the Private Placement, after deducting offering expenses paid by us. The April Pre-Funded Warrant became exercisable commencing on May 29, 2025, and will not expire until exercised in full. The April Purchase Agreements provide that the purchasers have the right to participate in certain subsequent financings in an amount equal to 100% of the amount of the subsequent financing (or 80% in the case of a public offering or an offering of securities registered under a shelf registration statement on Form S-3) on the same terms, conditions and price provided for in the subsequent financing (the “Right of First Refusal”). The Right of First Refusal is effective commencing on May 29, 2025, until the first anniversary of the closing date of the April Private Placement.

The April Purchase Agreements provided that our board of directors (the “Board”) will appoint an individual designated by the purchasers that purchased at least 50.1% in interest of the shares of Class A common stock and pre-funded warrants issued in the April Private Placement based on the initial subscription amounts under the April Purchase Agreement to serve as a Class II director on the Board for a term expiring at our 2026 annual meeting of stockholders. In accordance with the foregoing, Mr. Guoquan (Paul) Huang was appointed to the Board effective as of April 16, 2025. The April Purchase Agreement further provides that the purchasers holding a 50.1% interest in the securities issued upon closing of the April Private Placement shall have the right to appoint an individual to our management team, subject to Board approval.

Capital Expenditures

The nature of our operations does not require significant expenditures on capital assets, nor do we typically enter into significant commitments to acquire capital assets. We do not have material commitments to acquire capital assets as of September 30, 2025.

Material Cash Requirements

Except as described below, there have been no material changes in our reported material cash requirements as described under “Liquidity and Capital Resources – Material Cash Requirements” in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of the 2024 Form 10-K.

On February 20, 2025, we entered into a Settlement Agreement (the “Settlement Agreement”) with Technology In Business B.V. and Luminis International B.V. (“Luminis”), pursuant to which we agreed, among other things, to pay to Luminis an aggregate of \$750,000 in full satisfaction of all amounts due relating to the purchase commitment for Studio397. As of September 30, 2025, all amounts due to Luminis under the Settlement Agreement have been paid.

Off-Balance Sheet Arrangements

We did not have, during the periods presented, and we do not currently have, any relationships with any organizations or financial partnerships, such as structured finance or special purpose entities, that would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Critical Accounting Policies and Estimates

Development Costs

Costs incurred internally in researching and developing a software product to be marketed or sold to external users are charged to expense until technological feasibility has been established for the product. Once technological feasibility is established, software costs are capitalized until the product is available for general release to customers. Judgment is required in determining when technological feasibility of a product is established. We have determined that technological feasibility for our software products is reached after all high-risk development issues have been resolved through coding and testing. Generally, this occurs shortly before the products are released to production. The amortization of these costs is included in cost of revenue over the estimated life of the products.

Other than development costs and accounting estimates for sales returns and price protection reserves which are no longer relevant starting in 2025, there have been no material changes to the items disclosed as critical accounting policies and estimates under “Liquidity and Capital Resources—Critical Accounting Policies and Estimates” in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of the 2024 Form 10-K.

Recently Issued Accounting Standards

As an “emerging growth company”, the JOBS Act allows us to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. We have elected to use this extended transition period under the JOBS Act until such time as we are no longer considered to be an emerging growth company.

Our analysis of recently issued accounting standards are more fully described in our condensed consolidated financial statements included elsewhere in this Report.

Non-GAAP Financial Measures

Adjusted EBITDA

Adjusted EBITDA, a measure used by management to assess our operating performance, is defined as EBITDA, which is net income plus interest expense, depreciation and amortization, less income tax benefit (if any), adjusted to exclude: (i) gain from settlement of license liabilities and other agreements; (ii) impairment of intangible assets; (iii) loss contingency expense; and (iv) stock-based compensation expenses.

Adjusted EBITDA (the “Non-GAAP Measure”) is not a financial measure defined by U.S. generally accepted accounting principles (“U.S. GAAP”). Reconciliations of the Non-GAAP Measure to net income, its most directly comparable financial measure, calculated and presented in accordance with U.S. GAAP, are presented in the tables below. We use the Non-GAAP Measure to manage our business and evaluate our financial performance, as Adjusted EBITDA eliminates items that affect comparability between periods that we believe are not representative of our core ongoing operating business. Additionally, we believe that using the Non-GAAP Measure is useful to our investors because it enhances investors’ understanding and assessment of our normalized operating performance and facilitates comparisons to prior periods and our competitors’ results (who may define Adjusted EBITDA differently).

The Non-GAAP Measure is not a recognized term under U.S. GAAP and does not purport to be an alternative to revenue, income/loss from operations, net income, or cash flows from operations or as a measure of liquidity or any other performance measure derived in accordance with U.S. GAAP. Additionally, the Non-GAAP Measure is not intended to be a measure of free cash flows available for our discretionary use, as it does not consider certain cash requirements, such as interest payments, tax payments, working capital requirements and debt service requirements. The Non-GAAP Measure has limitations as an analytical tool, and investors should not consider it in isolation or as a substitute for our results as reported under U.S. GAAP. Management compensates for the limitations of using the Non-GAAP Measure by using it to supplement U.S. GAAP results to provide a more complete understanding of the factors and trends affecting the business than would be presented by using only measures in accordance with U.S. GAAP. Because not all companies use identical calculations, the Non-GAAP Measure may not be comparable to other similarly titled measures of other companies.

The following table provides a reconciliation from net income to Adjusted EBITDA for the respective periods presented:

	Three Months Ended September 30, 2025	Three Months Ended September 30, 2024
Net income (loss)	\$ 768,537	\$ (573,025)
Interest expense, net	1,434	29,852
Depreciation and amortization (1)	289,396	566,411
EBITDA	1,059,367	23,238
Stock-based compensation	-	26,889
Adjusted EBITDA	<u>\$ 1,059,367</u>	<u>\$ 50,127</u>

(1) Includes \$279,945 and \$537,705 of amortization expenses included in cost of revenues for the three months ended September 30, 2025 and 2024, respectively.

The following table provides a reconciliation from net income to Adjusted EBITDA for the respective periods presented:

	Nine Months Ended September 30, 2025	Nine Months Ended September 30, 2024
Net income (loss)	\$ 6,029,322	\$ (168,940)
Interest expense, net	19,184	90,480
Depreciation and amortization (1)	795,387	1,755,517
EBITDA	6,843,893	1,677,057
Gain from settlement of license liabilities	-	(3,248,000)
Gain from settlement of purchase commitment liabilities	(175,460)	-
Gain from Settlement Agreement	(500,000)	-
Gain from Wesco Settlement Agreement	(800,000)	-
Stock-based compensation	-	105,738
Adjusted EBITDA	<u>\$ 5,368,433</u>	<u>\$ (1,465,205)</u>

(1) Includes \$756,1114 and \$1,571,504 of amortization expenses included in cost of revenues for the nine months ended September 30, 2025 and 2024, respectively.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Not applicable.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are designed to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2025. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were not effective as of September 30, 2025 because of the material weaknesses in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) as discussed in Part II, Item 9A, “*Controls and Procedures*” of the 2024 Form 10-K, and that continued to exist as of September 30, 2025.

Remediation of Material Weaknesses

We have not yet remediated the material weaknesses relating to (i) our failure to design and maintain effective monitoring procedures and controls to evaluate the effectiveness of our individual control activities; (ii) a lack of sufficient number of personnel with an appropriate level of accounting knowledge, training and experience to appropriately analyze, record and disclose accounting matters timely; and (iii) documentation of certain complex accounting analyses and significant accounting positions that were not contemporaneously reviewed independently of the preparer, each of which are discussed further in Part II, Item 9A, “*Controls and Procedures*” of the 2024 Form 10-K.

If not remediated, or if we identify further material weaknesses in our internal controls, our failure to establish and maintain effective disclosure controls and procedures and internal control over financial reporting could result in material misstatements in our consolidated financial statements and a failure to meet our reporting and financial obligations. We plan to make progress in the coming months on the remediation plans described in our 2024 Form 10-K, under Part II, Item 9A, “*Controls and Procedures*.”

Limitations on the Effectiveness of Controls

In designing and evaluating the disclosure controls and procedures and internal control over financial reporting, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures and internal control over financial reporting must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in management’s evaluation pursuant to Rules 13a-15(d) and 15d-15(d) under the Exchange Act during the quarter ended September 30, 2025 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II: OTHER INFORMATION

Item 1. Legal Proceedings

The Company is involved in various routine legal proceedings incidental to the ordinary course of its business. The Company believes that the outcome of all pending legal proceedings in the aggregate is not reasonably likely to have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows, except as otherwise disclosed in this Report. In light of the uncertainties involved in legal proceedings generally, the ultimate outcome of a particular matter could be material to the Company's operating results for a particular period depending on, among other things, the size of the loss or the nature of the liability imposed and the level of the Company's income for that particular period. See Note 9 – *Commitments and Contingencies – Litigation* in our condensed consolidated financial statements in this Report for additional information.

Item 1A. Risk Factors

In addition to the other information set forth in this Report, you should carefully consider the factors discussed in "Risk Factors" in Part I, Item 1A of the 2024 Form 10-K, which could materially affect our business, financial condition or future results. The risks described in the 2024 Form 10-K are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, financial condition or operating results.

We have identified material weaknesses in our internal control over financial reporting. If we are unable to remediate these material weaknesses, or if we identify additional material weaknesses in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business and the trading price of our Class A common stock.

A material weakness 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 our annual or interim financial statements will not be prevented or detected and corrected on a timely basis. In connection with the audit of our consolidated financial statements for the year ended December 31, 2024, we identified certain material weaknesses in our internal control over financial reporting that continue to exist as of the date of this Quarterly Report on Form 10-Q. The material weaknesses identified relate to (i) our failure to design and maintain effective monitoring procedures and controls to evaluate the effectiveness of our individual control activities; (ii) a lack of sufficient number of personnel with an appropriate level of accounting knowledge, training and experience to appropriately analyze, record and disclose accounting matters timely; and (iii) documentation of certain complex accounting analyses and significant accounting positions that were not contemporaneously reviewed independently of the preparer.

If we are unable to successfully remediate our existing or any future material weaknesses in our internal control over financial reporting, or identify any additional material weaknesses, the accuracy and timing of our financial reporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports and applicable listing requirements, investors may lose confidence in our financial reporting, and the share price of our Class A common stock may decline as a result. In addition, we could become subject to investigations by Nasdaq, the SEC or other regulatory authorities, which could require additional financial and management resources. See Part II, Item 9A – "Controls and Procedures – Management's Annual Report on Internal Control over Financial Reporting" of our Annual Report on Form 10-K for the year ended December 31, 2024 and Item 4 of this Quarterly Report on Form 10-Q for further information on material weaknesses and our remediation plans.

Limits on our ability to sell securities under the April Purchase Agreements may affect our ability to finance our operations.

The April Purchase Agreements prohibited us from issuing, entering into any agreement to issue or announcing the issuance or proposed issuance of any shares of Class A common stock or securities convertible or exercisable into Class A common stock for a period commencing April 11, 2025, and expiring four and one-half (4½) months thereafter in connection with a financing transaction without the prior written consent of purchasers that purchased at least 50.1% in interest of the shares of Class A common stock and pre-funded warrants issued in the April Private Placement based on the initial subscription amounts under the April Purchase Agreements. The April Purchase Agreements further provide that, pursuant to the Right of First Refusal, until the first anniversary of the closing date, the purchasers have the right to participate in certain subsequent financings in an amount equal to 100% of the amount of the subsequent financing (or 80% in the case of a public offering or an offering of securities registered under a shelf registration statement on Form S-3) on the same terms, conditions and price provided for in the subsequent financing. To the extent we required additional funding, we will therefore be limited in the types of fundraising transactions that we are able to pursue in compliance with the April Purchase Agreements. If funding is not available or not available at terms acceptable to us, we may be compelled to further reduce overhead costs and our cash obligations in the short term. In addition, we may look to divest or bring in equity partners for our various divisions and bring in near term capital.

If we fail to maintain compliance with the listing requirements of The Nasdaq Capital Market our Class A common stock could be delisted, which could affect the market price and liquidity of our Class A common stock.

We are required to continually meet Nasdaq's listing requirements, including, among other things, the Stockholders' Equity Requirement, which requires a minimum stockholders' equity requirement of at least \$2,500,000 for continued inclusion on The Nasdaq Capital Market pursuant to Nasdaq Listing Rule 5550(b)(1). As described in a Current Report on Form 8-K filed with the SEC on November 22, 2024, we received a deficiency letter from the Nasdaq Staff on November 20, 2024 notifying us that we were not in compliance with the Stockholders' Equity Requirement. In our Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, we reported stockholders' equity of \$2,170,911, which was below the Stockholders' Equity Requirement. Additionally, we did not meet either of the alternative Nasdaq continued listing standards under the Nasdaq Listing Rules, which include (i) a market value of listed securities of at least \$35 million or (ii) net income of \$500,000 from continuing operations in the most recently completed fiscal year or in two of the three most recently completed fiscal years. As of December 31, 2024, our stockholders' equity was \$1,226,002.

In accordance with Nasdaq rules, we had until January 6, 2025 to submit a plan to the Nasdaq Staff to regain compliance with the Stockholders' Equity Requirement, which plan we submitted by such date. On March 3, 2025, Nasdaq notified us that, based on Nasdaq's review of our submission, Nasdaq's staff has determined to grant us an extension to regain compliance with the Stockholders' Equity Requirement until April 14, 2025, subject to our regaining and evidencing compliance with the Stockholders' Equity Requirement by such date.

On April 15, 2025, we received a letter from the Nasdaq Staff stating that based on our Form 8-K filed with the SEC on April 14, 2025, Nasdaq had determined that we complied with the Stockholders' Equity Requirement. Nasdaq will continue to monitor our ongoing compliance with the continued listing requirements for The Nasdaq Capital Market and, if at the time of our next periodic report we do not evidence compliance we may be subject to delisting. As of September 30, 2025, our stockholders' equity was \$6,794,835.

Any delisting of our Class A common stock from Nasdaq, including as a result of our inability to maintain compliance with the Stockholders' Equity Requirement, could adversely affect our ability to attract new investors, reduce the liquidity of our outstanding shares of Class A common stock, reduce our ability to raise additional capital, reduce the price at which our Class A common stock trades, result in negative publicity and increase the transaction costs inherent in trading such shares with overall negative effects for our stockholders. We cannot assure you that our Class A common stock, if delisted from Nasdaq, would be listed on another national securities exchange or quoted on an over-the-counter quotation system. In addition, delisting of our Class A common stock could deter broker-dealers from making a market in or otherwise seeking or generating interest in our Class A common stock and might deter certain institutions and persons from investing in our securities at all. For these reasons and others, delisting could adversely affect our business, financial condition and liquidity.

We depend on a relatively small number of franchises for a significant portion of our revenues and profits.

We follow a franchise model and a significant portion of our revenues has historically been derived from products based on a relatively small number of popular franchises, including our NASCAR products, which have historically accounted for the majority of our revenue. For the three and nine months ended September 30, 2025, our top two customers accounted for 80% and 81% of our revenues, respectively. Our top three customers accounted for approximately 85% and 77% of our accounts receivable as of September 30, 2025 and December 31, 2024, respectively. For the years ended December 31, 2024 and 2023, revenues associated with our NASCAR franchise accounted for approximately 52% and 72% of our total revenue, respectively. For the years ended December 31, 2024 and 2023, sales through our three main distribution channels accounted for approximately 86% and 83% of our consolidated revenues, respectively. No other distribution channel accounted for 10% or more of our revenues in those periods. For the years ended December 31, 2024 and 2023, sales through our three main distribution channels accounted for approximately 77% and 89% of our accounts receivable, respectively. No other distribution channel accounted for 10% or more of our accounts receivable in those periods. A reduction in sales from or loss of these distribution channels would have a material adverse effect on our results of operations and financial condition.

Due to this dependence on a limited number of franchises, the failure to achieve anticipated results by one or more products based on these franchises, or the loss of any franchise, could negatively impact our business. For example, with the consummation of the sale of our NASCAR License to iRacing on October 3, 2023, we are no longer the official video game developer and publisher for the NASCAR video game racing franchise and no longer have the exclusive right to create and organize esports leagues and events for NASCAR using our NASCAR racing video games. Accordingly, during the year ended December 31, 2024 we no longer had the right to use the NASCAR brand for our products other than a limited non-exclusive right and license to, among other things, sell NASCAR games and DLCs that were in our product portfolio through December 31, 2024, and since that date we have no further right to use the NASCAR brand for our products. Similarly, our BTCC license agreement and INDYCAR license agreements were terminated by the respective licensors, effective November 2023. We believe this will require us to modify our existing business model and significantly alter the risk profile relating to our operations. As a result, we may encounter difficulties or challenges in continuing operations due to the sale of our NASCAR License and the termination of our BTCC license agreement and INDYCAR license agreements, and our cash flows and results of operations will likely be materially adversely impacted as we anticipate no more revenues to be generated from our NASCAR products.

Additionally, if the popularity of a franchise declines, we may have to write off the unrecovered portion of the underlying intellectual property assets, which could negatively impact our business. In the future, we expect this trend to continue with a relatively limited number of franchises producing a disproportionately high percentage of our revenues and profits.

The shutdown of the U.S. federal government may adversely affect our business.

A prolonged or recurring shutdown of the U.S. federal government may adversely affect our business operations and regulatory compliance. During such shutdowns, while the SEC's EDGAR system remains operational, the unavailability of SEC staff to review filings, issue comments, or declare registration statements effective may delay our ability to complete public offerings, respond to comment letters, or obtain timely regulatory approvals. These delays could impact our access to capital markets, hinder strategic transactions, and create uncertainty around our disclosure obligations. Additionally, the lack of interpretive guidance or exemptive relief during a shutdown may increase legal and compliance risks. We continue to monitor developments and adjust our regulatory strategies accordingly, but there can be no assurance that future shutdowns will not materially affect our operations or financial condition.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Unregistered Sales of Equity Securities

There were no unregistered sales of equity securities during the quarter ended September 30, 2025, other than as reported in our Current Reports on Form 8-K filed with the SEC.

Purchases of Equity Securities

We did not purchase any shares of our Class A common stock during the quarter ended September 30, 2025.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Promissory Note Line of Credit

On April 1, 2020, we entered into a promissory note (the "\$12 million Line of Credit") with an affiliated entity, Driven Lifestyle Group LLC ("Driven Lifestyle"), that provided us with a line of credit of up to \$10 million (which was subsequently increased to \$12 million pursuant to an amendment executed in November 2020). On November 5, 2025, we entered into a Loan Termination Agreement with Driven Lifestyle pursuant to which the \$12 million Line of Credit Agreement was terminated, effective immediately. Prior to this termination, we believed that there was a substantial likelihood that Driven Lifestyle would not fulfill any future borrowing requests, and therefore did not view the \$12 million Line of Credit as a viable source for future liquidity needs.

Rule 10b5-1 Trading Plans

During the three months ended September 30, 2025, none of our directors or officers (as defined in Exchange Act Rule 16a-1(f)) adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," each as defined in Item 408 of Regulation S-K.

Item 6. Exhibits

Exhibit Number	Description	Incorporated by Reference				Filed/Furnished Herewith
		Form	File No.	Exhibit Number	Filing Date	
3.1.1	Certificate of Incorporation of Motorsport Games Inc.	S-1/A	333-251501	3.3	1/11/21	
3.1.2	Certificate of Amendment to the Certificate of Incorporation of Motorsport Games Inc.	8-K	001-39868	3.1	11/10/22	
3.2.1	Bylaws of Motorsport Games Inc.	S-1/A	333-251501	3.4	1/11/21	
3.2.2	Amendment No. 1 to the Bylaws of Motorsport Games Inc.	8-K	001-39868	3.2	11/10/22	
10.1	Loan and Termination Agreement, dated November 5, 2025, by and between Motorsport Games Inc. and Driven Lifestyle Group LLC					X
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Exchange Act					X
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Exchange Act					X
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350					X
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as Inline XBRL with applicable taxonomy extension information contained in Exhibits 101)					X

SIGNATURES

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

Date: November 6, 2025

MOTORSPORT GAMES INC.

By: */s/ Stephen Hood*

Stephen Hood
Chief Executive Officer
(Principal Executive Officer)

By: */s/ Stanley Beckley*

Stanley Beckley
Chief Financial Officer
(Principal Financial and Accounting Officer)

LOAN TERMINATION AGREEMENT

THIS LOAN TERMINATION AGREEMENT (this "Agreement") is made as of this November 5, 2025 (the "Effective Date"), by and between Driven Lifestyle Group LLC, a Florida limited liability company formerly known as Motorsport Network, LLC, a Delaware corporation (the "Holder"), and Motorsport Games Inc., a Delaware corporation resulting from the conversion of Motorsport Gaming US LLC, formerly a Florida limited liability company, into a Delaware corporation (the "Maker" and sometimes a "Party" and together with the Holder, the "Parties").

RECITALS:

WHEREAS, the Parties entered into a Promissory Note dated as of April 1, 2020, as amended effective September 15, 2020 (as so amended, the "Loan Agreement" or the "Note");

WHEREAS, the Parties desire to terminate the Loan Agreement, as more specifically set forth herein; and

WHEREAS, these recitals are an integral part of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Termination of Loan Agreement**. The Parties each hereby agree that the Loan Agreement shall terminate upon the Effective Date. Upon termination of the Loan Agreement on the Effective Date as provided herein, none of the Parties shall have any further obligation to any of the other Parties thereunder. The termination of the Loan Agreements, and the mutual releases set forth in Section 3 hereof, shall represent full and complete satisfaction of all obligations of Borrower, Parent and Lender to each other under each of the Loan Agreements to which they are a party, including, without limitation, all amounts owed by Borrower to Lender under the Note and any obligation to extend financing by Lender to Borrower.
 2. **Release and Forbearance**.
 - 2.1 **Release of Maker by Holder**. As of the Effective Date, Holder, in consideration of the mutual promises set forth in this Agreement, for itself, its affiliated corporations and entities of any nature, and any party which may claim through the Holder, including, but not limited to, its successors and assigns, does hereby irrevocably and unconditionally release and forever discharge Maker and its affiliated corporations and entities of any nature, each of their agents, directors, officers, employees, representatives, attorneys, predecessors, successors and assigns, and all persons acting by, through, under or in concert with any of them of and from any and all claims, assertion of claims, expenses, debts, demands, actions, causes of action, suits, liabilities, and/or expenses (including attorneys' fees) of any nature whatsoever, whether or not now known, suspected or claimed, which they ever had, now have, or hereafter acquire, both at law and in equity, arising out of any fact or matter in any way existing as of the Effective Date, including, without limiting the generality of the foregoing, any and all claims arising out of or related in any way to the Loan Agreement.
 - 2.2 **Release of Holder by the Maker**. As of the Effective Date, Maker, in consideration of the mutual promises set forth in this Agreement, for itself, its affiliated corporations and entities of any nature, and any party which may claim through maker, including, but not limited to, their respective successors and assigns, does hereby irrevocably and unconditionally release and forever discharge Holder and its affiliated corporations and entities of any nature, each of their agents, directors, officers, employees, representatives, attorneys, predecessors, successors and assigns, and all persons acting by, through, under or in concert with any of them of and from any and all claims, assertion of claims, expenses, debts, demands, actions, causes of action, suits, liabilities, and/or expenses (including attorneys' fees) of any nature whatsoever, whether or not now known, suspected or claimed, which they ever had, now have, or hereafter acquire, both at law and in equity, arising out of any fact or matter in any way existing as of the Effective Date, including without limiting the generality of the foregoing, any and all claims arising out of or in any way related to the Loan Agreement.
-

- 2.3 Effect on this Agreement.** The foregoing releases shall not apply to or affect the Parties' respective obligations under this Agreement.
- 3. Delivery of Note.** On or after the Effective Date, the Holder shall deliver the Note to the Maker, which Maker shall mark as cancelled upon receipt thereof.
- 4. Maker's Representations and Warranties.** Maker hereby represents and warrants to the Holder:
- 4.1 Authority, Execution and Enforceability.** Maker has the full power and authority to execute, deliver and perform this Agreement. All necessary action, corporate or otherwise, has been taken by Maker to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the Maker's valid, binding and enforceable obligation, enforceable against Maker in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.
- 4.2 No Violation.** The execution and delivery of this Agreement by Maker will not violate or breach in any material respect or constitute a material default under: (i) any federal, state or local laws, rules or regulations, or any judgments, decrees, injunctions or order of any regulatory authority to which the Maker is subject; (ii) the Maker's Certificate of Incorporation or By-laws; or (iii) any mortgage, lien, lease, agreement, contract, instrument, order, arbitration award, judgment, or decree to which Maker is a party or by which Maker is bound, or to which any of their respective properties or assets is subject.
- 4.3 Consents.** No approval or consent is required to be obtained by or on behalf of Maker in connection with the execution, delivery or performance of or the consummation of the transactions contemplated by this Agreement.
- 4.4 Loan Agreement.** As of the Effective Date, there is no amount outstanding under the Note.
- 5. Holder's Representations and Warranties.** Holder hereby represents and warrants to Maker as follows:
- 5.1 Authority, Execution and Enforceability.** Holder has full power and authority to execute, deliver and perform this Agreement. All necessary action, limited liability company or otherwise, has been taken by Holder to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes Holder's valid, binding and enforceable obligation, enforceable against Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.
- 5.2 No Violation.** The execution and delivery of this Agreement by Holder will not violate or breach in any material respect or constitute a material default under: (i) any federal, state or local laws, rules or regulations, or any judgments, decrees, injunctions or order of any regulatory authority to which Holder is subject; (ii) the Certificate of Formation or limited liability company operating agreement of Holder; or (iii) any mortgage, lien, lease, agreement, contract, instrument, order, arbitration award, judgment, or decree to which Holder is a party or by which Holder is bound, or to which any of its properties or assets is subject.
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5.3 Consents. No approval or consent is required to be obtained by or on behalf of Holder in connection with the execution, delivery or performance of or the consummation of the transactions contemplated by this Agreement.

6. General Provisions.

6.1 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be a condition to the effectiveness of this Agreement that each Party shall have executed the same counterpart. This Agreement may be executed by any form of electronic signatures.

6.2 Applicable Law, Jurisdiction and Venue. This Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws that would cause the application of the laws of any other jurisdiction. The Parties consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within Miami-Dade County, Florida, and the Parties further consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

6.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Headings and Subheadings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

6.5 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties as to the subject matter of this Agreement. This Agreement supersedes all proposals, whether oral or written, and all other communications between and among the Parties relating to the subject matter of this Agreement. No addition to or modification of any of the foregoing provisions shall be binding upon any Party unless made in writing and signed by all Parties to this Agreement.

6.6 Expenses. Each Party shall bear its own costs and expenses associated with the preparation and negotiation of this Agreement.

[Remainder of page intentionally left blank – signature page follows]

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

The "Maker"

The "Holder"

MOTORSPORT GAMES INC.

DRIVEN LIFESTYLE GROUP LLC

Signature: _____
Name: Stanley Beckley
Title: CFO

Signature: _____
Name: Mike Zoi
Title: Manager

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE EXCHANGE ACT**

I, Stephen Hood, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Motorsport Games 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: November 6, 2025

/s/ Stephen Hood

Stephen Hood
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) UNDER THE EXCHANGE ACT**

I, Stanley Beckley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Motorsport Games 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: November 6, 2025

/s/ Stanley Beckley

Stanley Beckley
Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the Quarterly Report on Form 10-Q of Motorsport Games Inc. (the "Company") for the quarter ended September 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, Stephen Hood, Chief Executive Officer of the Company, and Stanley Beckley, Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 6, 2025

/s/ Stephen Hood

Stephen Hood
Chief Executive Officer
(Principal Executive Officer)

Date: November 6, 2025

/s/ Stanley Beckley

Stanley Beckley
Chief Financial Officer
(Principal Financial and Accounting Officer)
