

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **July 29, 2024**

GRYPHON DIGITAL MINING, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39096

(Commission File Number)

83-2242651

(IRS Employer
Identification No.)

1180 N. Town Center Drive, Suite 100, Las Vegas, NV

(Address of principal executive offices)

89144

(Zip Code)

Registrant's telephone number, including area code: (877) 646-3374

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	GRYP	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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

Item 5.02 Departure of Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 29, 2024, Mr. Simeon Salzman, the Chief Financial Officer of Gryphon Digital Mining, Inc., a Delaware corporation (the “Company”), informed the Company of his decision to voluntarily resign from his position to pursue other professional opportunities (the “Resignation”). Mr. Salzman’s last day will be November 15, 2024 (the “Employment End Date”), and he will remain in his current position to assist with the transition of his responsibilities until such date. The Company intends to appoint a Chief Financial Officer to fill the vacancy caused by Mr. Salzman’s departure.

In connection with the Resignation, Mr. Salzman and the Company entered into a letter agreement (the “Letter Agreement”) that supersedes and replaces Mr. Salzman’s June 19, 2023 employment agreement with the Company (the “Employment Agreement”). Pursuant to the Letter Agreement Mr. Salzman will continue to serve as the Company’s Chief Financial Officer through the Employment End Date, and in exchange, the Company will provide Mr. Salzman (i) a salary at an annualized rate of \$200,000 per year, (ii) a target bonus of up to 50% of his base salary on an annualized basis, (iii) continued eligibility to participate in Company-sponsored benefits and paid vacation in accordance with the Company’s policies, (iv) continued vested of any outstanding equity awards through the Employment End Date, with all outstanding unvested equity awards that are unvested as of the Employment End Date being forfeited for no consideration, (v) continued indemnification and coverage under the Company’s director’s and officer’s liability insurance policy until all applicable statute of limitations expire, and (vi) a release from the non-competition agreement Mr. Salzman entered into as part of his Employment Agreement, subject to (A) Mr. Salzman remaining continuously employed and not being terminated for cause (as defined in the Letter Agreement) through the Employment End Date and (B) Mr. Salzman providing the Company with a full release of claims in favor of the Company.

Item 8.01 Other Events.

On August 2, 2024, the Company issued a press release to announce Mr. Salzman’s resignation. The press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
10.1	Letter Agreement
99.1	Press Release, dated August 2, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Dated: August 2, 2024

GRYPHON DIGITAL MINING, INC.

By: /s/ Robby Chang

Name: Robby Chang

Title: Chief Executive Officer

Simeon Salzman
####

VIA EMAIL

Dear Sim:

Gryphon Digital Mining, Inc. (the “Company”), is pleased to offer you continuing employment on the following terms through November 15, 2024 (the “Employment End Date”). Except to the extent provided herein, this letter agreement (i) replaces and supersedes in its entirety the Executive Employment Agreement between you and the Company dated June 19, 2023 (the “Employment Agreement”) and (ii) replaces and supersedes all other prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitutes the complete agreement between you and the Company from the date set forth above regarding the subject matter set forth herein.

1. Continuing Employment as Chief Financial Officer.

- (a) Your title will continue to be Chief Financial Officer of the Company, and you will report solely and directly to the Company’s Chief Executive Officer. You will continue as Chief Financial Officer of the Company through the Employment End Date. While you continue in this executive officer role, you shall perform such duties, render such services and have such authority and responsibilities commensurate with the position of Chief Financial Officer of similarly situated public companies. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. You confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from continuing to perform your duties for the Company, and that you are willing to and able to assist the Company in complying with applicable requirements arising from your employment.
 - (b) For your services as Chief Financial Officer through the Employment End Date, the Company will continue to pay you a salary at the annualized rate of \$200,000 per year, payable in accordance with the Company’s standard payroll schedule. In addition, you will be eligible to receive a bonus of up to 50% of your base salary on an annualized basis and will be pro-rated for any partial year of service. Any such bonus will be awarded based on objective or subjective criteria established by the Company’s Chief Executive Officer following consultation with you. Any bonus for a fiscal year will be paid, to the extent earned, within 74 days after the close of that fiscal year. The determinations of the Company’s Board of Directors with respect to your bonus will be final and binding.
 - (c) As a regular employee of the Company, you will continue to be eligible to participate in Company-sponsored benefits provided to employees through the Employment End Date. In addition, through the Employment End Date, you will be entitled to paid vacation in accordance with the Company’s vacation policy, as in effect from time to time, and reimbursement of reasonable business expenses pursuant to the Company’s policy, as in effect from time to time. Following the Employment End Date, you will no longer be eligible to participate in any Company compensation programs or benefit plans.
-

- (d) Any Company equity awards that you hold as of the date hereof and that are unvested will continue to vest through the Employment End Date. Any such equity awards that remain unvested as of the Employment End Date will be immediately forfeited for no consideration.
2. **Non-Competition Agreement.** You acknowledge and agree that you entered into a Non-Competition Agreement with the Company as of June 19, 2023 (the “Non-Competition Agreement”), as part of your Employment Agreement. You further acknowledge and agree that from the date hereof through the Employment End Date, the Non-Competition Agreement shall remain in full force and effect. If (i) you remain in continuous employment with the Company from the date hereof through the Employment End Date and are not terminated for Cause during such period, and (ii) you execute and do not revoke a general release of claims in favor of the Company on a form provided by the Company (the “Release”), the Company shall agree to cancel your Non-Competition Agreement effective as of the first date the Release is no longer revocable. Provided, however, that this letter agreement shall not be construed as a waiver or impairment of any existing or future defenses to the enforcement of the Non-Competition Agreement should any issue arise in the future.
3. **Indemnification.** You will continue to be (i) indemnified pursuant to the indemnification provisions in the Company’s charter and bylaws, and (ii) covered under the Company’s director’s and officer’s liability insurance policy in amounts and coverages that are the same as those provided to the other senior executive officers or members of the Board of Directors, as applicable, of the Company from time to time until all applicable statutes of limitations expire in respect of any claims that may be asserted against you.
4. **Employment Relationship.** Employment with the Company is for no specific period of time and under no circumstances shall employment under this letter agreement extend past November 15, 2024. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).
5. **Payments Upon Termination of Employment.** In the event of a termination of your employment for any reason, the Company shall pay or provide you (or your beneficiary or, if you have not selected a beneficiary, your estate, in the event of your death) (i) any base salary or other compensation earned but not paid to you prior to the effective date of such termination, (ii) any business expenses pursuant to the Company’s policy that remain unreimbursed as of the date of termination, (iii) if such termination occurs after the end of the fiscal year but before the date annual bonuses are payable to senior executives, payment of your annual bonus, if any, earned for such year at such time as such annual bonuses are generally paid to other senior executives of the Company, and (iv) any payments, benefits, or entitlements which are vested, fully and unconditionally earned or due pursuant to this letter agreement or any Company plan, policy, program or arrangement. You agree that upon your termination of employment, you are not entitled to any compensation or other benefit from the Company other than what is stated in this Section 5.

6. Tax Matters.

- (a) **Withholding.** All forms of compensation referred to in this letter agreement are subject to applicable withholding and payroll taxes and other deductions required by law.
- (b) **Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.
- (c) **Section 409A.** Notwithstanding anything herein to the contrary, this letter agreement and any other agreement are intended to be interpreted and applied so that the payments and benefits set forth herein and therein shall either be exempt from the requirements of Code Section 409A, or shall comply with the requirements of Code Section 409A and, accordingly, the parties hereto agree that the payments and benefits set forth herein and therein comply with or are exempt from the requirements of Code Section 409A and agree not to take any position, and to cause their agents, affiliates, accountants, successors and assigns not to take any position, inconsistent with such interpretation for any reporting purposes, whether internal or external. Each installment of the fees or other payments provided under this letter agreement (if any) shall be treated as a “separate payment” for purposes of Code Section 409A. Notwithstanding any other provision of this letter agreement to the contrary, if you are a “specified employee” within the meaning of Code Section 409A, and a payment or benefit provided for in this letter agreement would be subject to additional tax under Code Section 409A if such payment or benefit is paid within six (6) months after your “separation from service” (within the meaning of Code Section 409A), then such payment or benefit required under this letter agreement shall not be paid (or commence) during the six (6) month period immediately following your separation from service except as provided in the immediately following sentence. In such an event, any payments or benefits that would otherwise have been made or provided during such six (6) month period and which would have incurred such additional tax under Code Section 409A shall instead be paid to you in a lump-sum cash payment on the earlier of (i) the first regular payroll date of the seventh (7th) month following your separation from service or (ii) the tenth (10th) day following your death.

7. Interpretation, Amendment and Enforcement.

- (a) **Complete Agreement.** This letter agreement and all exhibits hereto supersede and replace any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company (other than you).
- (b) **Governing Law.** The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by New York law, excluding laws relating to conflicts or choice of law. The state and federal courts in New York shall be the exclusive venues for the adjudication of all disputes arising out of this letter agreement, and the parties consent to the exercise of personal jurisdiction over them in any such adjudication and hereby waive any and all objections and defenses to the exercise of personal jurisdiction.

8. Definitions. The following terms have the meaning set forth below wherever they are used in this letter agreement:

- (a) "Cause" means your: (i) commission of a felony or crime involving fraud, theft or embezzlement, (ii) commission of theft, fraud or falsifying records related to your performance of duties for the Company, (iii) refusal to obey and perform the lawful and reasonable directives of the Company's CEO, (iv) refusal to perform reasonably assigned duties, (v) exposing the Company to material damages or criminal liabilities through gross negligence, willful misconduct or knowing violation of Company policy, or (vi) material breach of any agreement with the Company. Termination of your employment shall not be deemed to be for Cause unless and until the Company delivers to you written notice that you have engaged in the conduct described in any of (i) - (vi) above. Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, you shall have fifteen (15) days from the delivery of written notice by the Company within which to cure any acts constituting Cause. The Company may place you on paid leave for up to sixty (60) days while it is determining whether there is a basis to terminate your employment for Cause.
- (b) "Code" means the Internal Revenue Code of 1986, as amended.

[Signature Page Follows]

You may indicate your agreement with these terms and accept this offer by signing and dating below and returning to me.

Very truly yours,

Gryphon Digital Mining, Inc.

By: /s/ Robby Chang

Name: Robby Chang

Title: Chief Executive Officer, President, and Director

I have read, understand, and accept this offer of continuing employment.

/s/ Simeon Salzman

Simeon Salzman

Date: August 2, 2024

Gryphon Digital Mining Announces CFO Transition

LAS VEGAS, NV / Gryphon Digital Mining, Inc. (NASDAQ:GRYP) (“Gryphon” or the “Company”), a bitcoin mining company that is independently certified to be 100% renewable and pursuing a negative carbon strategy, today announced that Sim Salzman, Chief Financial Officer, will be stepping down from his position effective November 15, 2024 to spend more time with his family and pursue other interests. Gryphon Mining will initiate a search process for a successor.

Mr. Salzman’s departure is not related to any issues regarding the Company’s financial statements, internal controls, or accounting practices. He will continue in his role through the filing of the 3rd Quarter 10-Q to ensure ample time for a smooth transition and for the Company to continue to meet all upcoming filing deadlines.

“On behalf of the entire Gryphon team, I want to thank Sim for his dedication and many contributions to the Company,” said Rob Chang, CEO of Gryphon Digital Mining, Inc. “Sim has played an integral role in our success since joining Gryphon and was instrumental in taking us public. While we will miss his leadership and expertise as we embark on our next phase of growth, we respect his decision and wish him all the best in his future endeavors.”

“It has been a privilege to work alongside the talented team and Board of Directors at Gryphon Digital Mining, Inc. and I am proud of all that we have accomplished together,” said Mr. Salzman. “I remain confident in the Company’s strategy and future prospects. I am committed to ensuring a smooth transition and I am confident the Company is well-positioned for continued success.”

The Company will provide additional updates on its new Chief Financial Officer as appropriate.

About Gryphon Digital Mining

Gryphon Digital Mining, Inc. is an innovative venture in the bitcoin space dedicated to helping bring digital assets onto the clean energy grid. With a talented leadership team coming from globally recognized brands, Gryphon is assembling thought leaders to improve digital asset network infrastructure. Its Bitcoin mining operation was recently independently certified as 100% carbon-neutral and the company is also pursuing a carbon-negative strategy. More information is available on <https://gryphondigitalmining.com/>.

Cautionary Statements Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. Forward-looking statements are typically identified by words such as “plan,” “believe,” “expect,” “anticipate,” “intend,” “outlook,” “estimate,” “forecast,” “project,” “continue,” “could,” “may,” “might,” “possible,” “potential,” “predict,” “should,” “would” and other similar words and expressions, but the absence of these words does not mean that a statement is not forward-looking.

The forward-looking statements are based on management’s current expectations and assumptions about future events and financial results and are based on currently available information as to the outcome and timing of future events. The forward-looking statements speak only as of the date of this press release or as of the date they are made. Except as otherwise required by applicable law, Gryphon disclaims any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this press release. Gryphon cautions you that these forward-looking statements are subject to numerous risks and uncertainties, most of which are difficult to predict and many of which are beyond the control of Gryphon. In addition, Gryphon cautions you that the forward-looking statements contained in this press release are subject to the risks set forth in our filings with the Securities and Exchange Commission (the “SEC”), including the section titled “Risk Factors” in the Annual Report on Form 10-K filed with the SEC by Gryphon on April 1, 2024.

INVESTOR CONTACT:

Name: James Carbonara
Company: Hayden IR
Phone: (646)-755-7412
Email: james@haydenir.com