

**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 June 30, 2026

OR

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

Commission File Number 001-33624

SINTX Technologies, Inc.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation or organization)

1885 West 2100 South, Salt Lake City, UT
(Address of principal executive offices)

84-1375299
(IRS Employer
Identification No.)

84119
(Zip Code)

(801) 839-3500
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock	SINT	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 and post 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 definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

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

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

6,664,534 shares of common stock, \$0.01 par value, were outstanding at August 5, 2026.

SINTX Technologies, Inc.
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SINTX Technologies, Inc.
Condensed Consolidated Balance Sheets - Unaudited
(in thousands, except share and per share data)

	June 30, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	\$ 3,590	\$ 4,140
Accounts and other receivables, net of allowance for credit losses of \$11.0 and \$2.4 respectively	329	178
Prepaid expenses and other current assets	854	507
Inventories	2,252	825
Total current assets	7,025	5,650
Inventories	-	219
Property and equipment, net	434	476
Intangible assets, net	125	142
Goodwill	302	302
Operating lease right of use asset	2,297	2,458
Other long-term assets	247	259
Total assets	\$ 10,430	\$ 9,506
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 934	\$ 382
Accrued liabilities	1,157	422
Debt	102	7
Derivative liabilities	345	827
Current portion of operating lease liability	426	398
Other current liabilities	13	1,697
Total current liabilities	2,977	3,733
Operating lease liability, net of current portion	2,623	2,844
Total liabilities	5,600	6,577
Commitments and contingencies		
Stockholders' equity:		
Convertible preferred stock Series B, \$0.01 par value, 130,000,000 total shares authorized inclusive of all series of preferred; 19 shares issued and outstanding as of June 30, 2026 and December 31, 2025.	-	-
Convertible preferred stock Series C, \$0.01 par value, 130,000,000 total shares authorized inclusive of all series of preferred; 50 shares issued and outstanding as of June 30, 2026 and December 31, 2025.	-	-
Convertible preferred stock Series D, \$0.01 par value, 130,000,000 total shares authorized inclusive of all series of preferred; 180 shares issued and outstanding as of June 30, 2026 and December 31, 2025.	-	-
Common stock, \$0.01 par value, 250,000,000 shares authorized; 6,663,489 and 4,021,293 shares issued and 6,613,065 and 3,970,869 outstanding as of June 30, 2026 and December 31, 2025, respectively.	67	40
Treasury Stock, 50,424 shares as of June 30, 2026 and December 31, 2025.	(133)	(133)
Additional paid-in capital	302,525	295,124
Accumulated deficit	(297,629)	(292,102)
Total stockholders' equity	4,830	2,929
Total liabilities and stockholders' equity	\$ 10,430	\$ 9,506

The condensed consolidated balance sheet as of December 31, 2025, has been prepared using information from the audited consolidated balance sheet as of that date.

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

SINTX Technologies, Inc.
Condensed Consolidated Statements of Operations - Unaudited
(in thousands, except share and per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Product revenue	\$ 447	\$ 100	\$ 747	\$ 391
Grant and contract revenue	5	51	85	129
Total revenue	452	151	832	520
Costs of revenue	174	94	410	340
Gross profit	278	57	422	180
Operating expenses:				
Research and development	573	1,238	937	2,354
General and administrative	2,318	1,415	4,853	2,734
Sales and marketing	273	21	672	41
Grant and contract expenses	2	48	55	99
Total operating expenses	3,166	2,722	6,517	5,228
Loss from operations	(2,888)	(2,665)	(6,095)	(5,048)
Other income (expenses):				
Interest expense	(2)	(14)	(14)	(27)
Interest income	12	46	34	87
Gain on disposal of equipment	-	352	-	327
Change in fair value of derivative liabilities	139	(39)	482	48
Other income, net	33	2	66	3
Total other income, net	182	347	568	438
Net loss before income taxes	(2,706)	(2,318)	(5,527)	(4,610)
Provision for income taxes	-	-	-	-
Net loss	\$ (2,706)	\$ (2,318)	\$ (5,527)	\$ (4,610)
Deemed dividend – warrant modification	(926)	-	(926)	-
Net loss attributable to common stockholders	\$ (3,632)	\$ (2,318)	\$ (6,453)	\$ (4,610)
Net loss per share – basic and diluted				
Basic – net loss	\$ (0.56)	\$ (0.91)	\$ (1.25)	\$ (2.14)
Basic – deemed dividend – warrant modification	(0.19)	-	(0.21)	-
Basic – attributable to common stockholders	\$ (0.75)	\$ (0.91)	\$ (1.46)	\$ (2.14)
Diluted – net loss	\$ (0.56)	\$ (0.91)	\$ (1.25)	\$ (2.14)
Diluted – deemed dividend – warrant modification	(0.19)	-	(0.21)	-
Diluted – attributable to common stockholders	\$ (0.75)	\$ (0.91)	\$ (1.46)	\$ (2.14)
Weighted average common shares outstanding:				
Basic	4,849,080	2,535,120	4,433,861	2,156,032
Diluted	4,849,570	2,535,120	4,434,615	2,156,223

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

SINTX Technologies, Inc.
Condensed Consolidated Statements of Stockholders' Equity - Unaudited
(in thousands, except share and per share data)

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Treasury</u>	<u>Paid-In</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>	<u>Stock</u>	<u>Capital</u>	<u>Deficit</u>	<u>Equity</u>
Balance as of December 31, 2024	249	\$ -	1,342,853	\$ 13	\$ -	\$ 285,619	\$ (281,738)	\$ 3,894
Stock based compensation	-	-	2,264	-	-	177	-	177
Common stock and warrants issued for cash, net of fees	-	-	1,171,189	12	-	4,387	-	4,399
Issuance of common stock from the cashless exercise of warrants	-	-	5	-	-	-	-	-
Purchase of common stock into Treasury	-	-	-	-	(86)	-	-	(86)
Net loss	-	-	-	-	-	-	(2,292)	(2,292)
Balance as of March 31, 2025	249	-	2,516,311	25	(86)	290,183	(284,030)	6,092
Stock based compensation	-	-	53,932	1	-	279	-	280
Common stock and prefunded warrants issued for cash, net of fees	-	-	-	-	-	(19)	-	(19)
Issuance of common stock from the cashless exercise of warrants	-	-	20,928	-	-	-	-	-
Purchase of common stock into Treasury	-	-	-	-	(47)	-	-	(47)
Net loss	-	-	-	-	-	-	(2,318)	(2,318)
Balance as of June 30, 2025	249	\$ -	2,591,171	\$ 26	\$ (133)	\$ 290,443	\$ (286,348)	\$ 3,988

	<u>Preferred Stock</u>		<u>Common Stock</u>		<u>Treasury</u>	<u>Paid-In</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>	<u>Stock</u>	<u>Capital</u>	<u>Deficit</u>	<u>Equity</u>
Balance as of December 31, 2025	249	\$ -	4,021,293	\$ 40	\$ (133)	\$ 295,124	\$ (292,102)	\$ 2,929
Stock based compensation	-	-	46,749	1	-	529	-	530
Proceeds from issuance of common stock in connection with ATM, net of fees	-	-	101,493	1	-	265	-	266
Net loss	-	-	-	-	-	-	(2,821)	(2,821)
Balance as of March 31, 2026	249	-	4,169,535	42	(133)	295,918	(294,923)	\$ 904
Stock based compensation	-	-	33,166	-	-	353	-	353
Common stock and warrants issued for cash, net of fees	-	-	1,961,058	20	-	4,029	-	4,049
Proceeds from issuance of common stock in connection with ATM, net of fees	-	-	244,463	2	-	543	-	545
Issuance of common stock from exercise of warrants	-	-	255,267	3	-	845	-	848
Issuance of prefunded warrants in connection with warrant modification	-	-	-	-	-	837	-	837
Deemed dividend related to warrant modification	-	-	-	-	-	(926)	-	(926)
Warrants issued for warrant modification	-	-	-	-	-	926	-	926
Net loss	-	-	-	-	-	-	(2,706)	(2,706)
Balance as of June 30, 2026	249	\$ -	6,663,489	\$ 67	\$ (133)	\$ 302,525	\$ (297,629)	\$ 4,830

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

SINTX Technologies, Inc.
Condensed Consolidated Statements of Cash Flows - Unaudited
(in thousands)

	Six Months Ended June 30,	
	2026	2025
Cash flows from operating activities		
Net loss	\$ (5,527)	\$ (4,610)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	132	171
Impairment of Armor	-	64
Amortization of right of use asset	161	169
Loss on disposal of subsidiary	-	25
Amortization of intangible assets	17	3
Stock based compensation - Employee	847	193
Stock based compensation - Non-employee	36	264
Change in fair value of derivative liabilities	(482)	(48)
Bad debt (recoveries) expense	9	(3)
Gain on disposal of equipment	-	(352)
Changes in operating assets and liabilities:		
Trade accounts receivable	(160)	12
Prepaid expenses and other current assets	(176)	(130)
Inventories	(1,207)	153
Accounts payable and accrued liabilities	1,285	(217)
Other liabilities	-	784
Payments on operating lease liability	(193)	(188)
Net cash used in operating activities	(5,258)	(3,710)
Cash flows from investing activities		
Purchase of property and equipment	(91)	(59)
Proceeds from sale of property and equipment	-	352
Disposal of property and equipment, net of cash received	-	(4)
Net cash provided by (used in) investing activities	(91)	289
Cash flows from financing activities		
Proceeds from issuance of common stock in connection with ATM, net of fees	811	-
Proceeds from issuance of common stock and warrants, net of cash fees	4,049	4,379
Purchase of common stock into treasury	-	(133)
Payments on debt	(61)	(103)
Net cash provided by financing activities	4,799	4,143
Net increase (decrease) in cash and cash equivalents	(550)	722
Cash and cash equivalents at beginning of period	4,140	3,598
Cash and cash equivalents at end of period	<u>\$ 3,590</u>	<u>\$ 4,320</u>
Noncash investing and financing activities		
Debt issued for prepaid insurance	\$ 156	\$ 180
Issuance of common stock and prefunded warrants related to warrant modification	1,685	-
Deemed dividend related to warrant modification	926	-
Supplemental cash flow information		
Cash paid for interest	\$ 14	\$ 27

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

SINTX TECHNOLOGIES, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Organization and Summary of Significant Accounting Policies

The condensed consolidated financial statements include the accounts of SINTX Technologies, Inc. (“SINTX”, or the “Company”) and its wholly-owned subsidiaries, SINTX Armor, Inc. (“SINTX Armor”), SINTX Agribiotech, Inc., Sinaptic Surgical, LLC, and Technology Assessment and Transfer, Inc. (TA&T) through February 19, 2025 (see Note 2), which are collectively referred to as “we” or the “Company.” SINTX Technologies is an advanced ceramics company formed in December 1996 that develops and commercializes materials, components, and technologies for medical, industrial and agribiotech applications. SINTX develops silicon nitride (Si₃N₄)-based biomedical solutions for musculoskeletal and antipathogenic medical device applications. The Company also manufactures advanced silicon nitride components for leading industrial customers operating in high-performance and mission-critical applications. SINTX is a global leader in the research, development, and manufacturing of silicon nitride, and its products have been implanted in humans since 2008.

SINTX Core Business

Biomedical Applications: Since its inception, SINTX has focused on medical-grade silicon nitride. SINTX biomedical products have been shown to be biocompatible, bioactive, antipathogenic, and to exhibit strong bone affinity. Spinal implants made from SINTX silicon nitride have been successfully implanted in humans since 2008 in the U.S., Europe, South America, and Asia. In October 2025, SINTX received U.S. Food and Drug Administration (FDA) 510(k) clearance for the SiNAPTIC® Foot & Ankle Osteotomy Wedge System, enabling SINTX’s commercial entry into reconstructive foot and ankle surgery in the U.S. In March 2026, a SiNAPTIC wedge manufactured from Si₃N₄ was utilized in a reconstructive foot and ankle procedure in the U.S. This established clinical use, together with silicon nitride’s inherent resistance to bacterial adhesion and strong bone affinity, suggests potential suitability for additional orthopedic and fusion-related applications including arthroplasty implants and dental implants.

Antipathogenic Applications: SINTX believes that by incorporating its unique composition of silicon nitride antipathogenic powder into products such as face masks, drapes, filters, sutures, and wound care devices, it is possible to manufacture surfaces that inactivate pathogens, thereby limiting the spread of infection and disease.

Industrial Applications: SINTX manufactures advanced silicon nitride ceramic components for industrial customers operating in demanding technical and high-performance environments. The Company’s silicon nitride materials are utilized in applications requiring exceptional mechanical strength, thermal stability, wear resistance, and corrosion resistance. Industrial applications have become an increasingly significant component of the Company’s commercial activities, with SINTX collaborating with industrial partners to develop precision-engineered ceramic solutions across multiple end markets. The Company believes its expertise in silicon nitride processing, advanced manufacturing, and materials science positions SINTX to support continued growth in industrial applications.

We presently manufacture advanced ceramic powders and components in our manufacturing facilities based in Salt Lake City, Utah. The SINTX Salt Lake City facility is registered with the FDA, is cGMP and ANVISA RDC 665 compliant, as well as being ISO 9001:2015, ISO 13485:2016 certified, and AS9100D certified. The Company’s products are primarily sold in the United States.

Basis of Presentation

These unaudited condensed consolidated financial statements have been prepared in accordance with the rules and regulations of the United States Securities and Exchange Commission (“SEC”) and include all assets and liabilities of the Company.

SEC rules and regulations allow the omission of certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) so long as the statements are not misleading. In the opinion of management, these financial statements and accompanying notes contain all adjustments (consisting of normal recurring adjustments) necessary to present fairly the financial position and results of operations for the periods presented herein. These condensed consolidated financial statements should be read in conjunction with the consolidated audited financial statements and notes thereto contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on March 20, 2026. The results of operations for the three and six months ended June 30, 2026 are not necessarily indicative of the results to be expected for the year ending December 31, 2026. The Company’s significant accounting policies are set forth in Note 1 to the consolidated financial statements in its Annual Report on Form 10-K for the year ended December 31, 2025.

Segment Information

The Company operates as one operating segment. Operating segments are defined as components of an entity for which separate financial information is regularly evaluated by the chief operating decision maker (“CODM”), which is the Company’s Chief Executive Officer, in deciding how to allocate resources and assess performance. The Company’s CODM evaluates financial information and resources and assesses the performance of these resources on a consolidated basis. There is no expense or asset information that is supplemental to information disclosed within the consolidated financial statements that is regularly provided to the CODM. The allocation of resources and assessment of performance of the operating segment is based on consolidated net loss and functional expenses as reported on our condensed consolidated statements of operations and comprehensive loss. Because the Company operates as one operating segment, financial segment information, including expense and asset information, can be found in the condensed consolidated financial statements.

Reclassification

Certain other prior period balances have been reclassified to conform to the current period presentation.

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 disclosure of contingent assets and liabilities at the date of the condensed consolidated financial

statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates. As of June 30, 2026, the most significant estimate relates to derivative liabilities relating to common stock warrants.

Liquidity and Capital Resources

The condensed consolidated financial statements have been prepared assuming the Company will continue to operate as a going concern. To date, the Company's operations have been principally financed from proceeds from the issuance of preferred and common stock and, to a lesser extent, cash generated from product sales. It is anticipated that the Company will continue to generate operating losses and use cash in operations. The Company's continuation as a going concern is dependent upon its ability to increase sales, decrease expenses and raise additional funding. The Company continues to seek opportunities to raise additional funding through equity and/or debt financing. However, such funding is not guaranteed and may not be available to the Company on favorable terms and may involve restrictive covenants. If the Company is not able to obtain additional debt or equity financing, the impact on the Company will be material and adverse.

For the six months ended June 30, 2026, and 2025, the Company incurred a net loss of \$5.5 million and \$4.6 million, respectively, and used cash in operating activities of \$5.3 million and \$3.7 million, respectively. The Company had an accumulated deficit of \$298 million and \$292 million as of June 30, 2026, and December 31, 2025, respectively.

The board of directors and management remain aligned in advancing the Company's strategic direction and business objectives. While the Company expects to continue generating a significant portion of its revenues from its industrial business product line, management is increasingly concentrating resources on high-growth areas within the healthcare sector where the Company's proprietary materials and technologies—such as silicon nitride—provide a distinct competitive advantage due to their unique strength, durability, and biocompatibility. The Company believes its established industrial activities provide an important operational and revenue foundation that supports the continued development and commercialization of its medical technologies. Building upon its established advanced materials expertise and FDA 510(k) clearance of the SiNAPTIC Foot & Ankle Osteotomy Wedge System, SINTX is focused on commercializing its medical technologies and advancing additional silicon nitride-based compositions and applications for orthopedic, spinal, wound care, and other medical markets in order to expand its footprint in the medical device sector and support creation of long-term shareholder value.

As part of the Company's ongoing strategic review of its operations aimed at improving operational efficiency and reducing costs, as discussed in Note 2 to the condensed consolidated financial statements, on February 19, 2025, the Company sold to Tethon all the issued and outstanding shares of TA&T in exchange for the assumption by Tethon of the outstanding liabilities of TA&T.

As discussed in further detail above, in October 2025, the Company received FDA 510(k) clearance for a new foot and ankle osteotomy wedge system, enabling SINTX's commercial entry into reconstructive foot and ankle surgery in the United States. The Company recognized initial revenue from the system during the first and second quarters of 2026. The timing and amount of future revenue will depend on, among other matters, physician adoption, customer ordering patterns, distributor performance, manufacturing capacity and reimbursement and market conditions.

As discussed in Note 9 to the condensed consolidated financial statements, in October 2025, the Company entered into the 2025 ATM Agreement to sell shares of its common stock from time to time, through an "at the market offering" program, having an aggregate offering price of \$6.4 million. Through June 30, 2026, the Company has sold \$1.3 million under the ATM, leaving a remaining balance of \$5.1 million available under the ATM. Sales under the ATM depend on market conditions, eligibility to use the registration statement, trading volume and compliance with applicable offering limitations.

As discussed in Note 12 to the condensed consolidated financial statements, in October 2025, the Company entered into a sublease agreement to lease the SINTX Armor facility, that is expected to save the Company approximately \$1.0 million over the sublease term.

As discussed in Note 9 to the condensed consolidated financial statements, in June 2026, the Company entered into securities purchase agreements for aggregate gross proceeds of approximately \$4.5 million.

Despite the actions undertaken by management to improve liquidity and operating costs—including the divestiture of non-core operations, implementation of cost and pricing improvement initiatives, commercialization of newly cleared medical products, access to capital through the Company's ATM program, and execution of the Armor facility sublease—management has concluded that substantial doubt remains regarding the Company's ability to continue as a going concern for a period of at least 12 months from the date these condensed consolidated financial statements are issued. The Company's ability to continue as a going concern will depend on its ability to generate increased revenues, achieve profitability, obtain additional financing, and successfully execute its strategic business objectives. The condensed consolidated financial statements do not include any adjustments that might result from the outcome of these uncertainties.

Recent Accounting Pronouncements

In November 2024, the FASB issued ASU No. 2024-03, "Income Statement—Reporting Comprehensive Income (Topic 220): Disaggregation of Income Statement Expenses," which requires public business entities, such as the Company, to provide disaggregated disclosure of specific natural expense categories underlying certain income statement expense line items in the notes to the financial statements. The standard identifies five required natural expense categories for disaggregation—employee compensation, depreciation, amortization, inventory expense, and other manufacturing expenses—along with a residual "other" category for remaining amounts within relevant expense captions (e.g., cost of sales, selling, general and administrative expenses). ASU 2024-03 does not alter the expense captions presented on the face of the income statement but enhances footnote disclosures to improve transparency. The standard is effective for annual periods beginning after December 15, 2026, with early adoption permitted, and must be applied prospectively, though retrospective application is optional. An update in ASU 2025-01 clarified that interim period disclosures are not required until annual periods beginning after December 15, 2027. The Company is in the process of evaluating the impact of ASU 2024-03 on its consolidated financial statements. We expect adoption to necessitate modifications to our financial reporting processes and systems to capture and disclose the required disaggregated expense information in the footnotes. Management anticipates that this will enhance the granularity of expense disclosures but does not expect a material effect on our reported financial position or results of operations. We are reviewing our current expense classification practices and data collection capabilities to ensure compliance with the new requirements upon adoption.

In December 2025, the FASB issued ASU 2025-11, "Interim Reporting (Topic 270): Narrow Scope Improvements," which provides additional guidance on what disclosures should be provided in interim reporting periods including disclosure of events since the end of the last annual reporting period that have a material impact on the entity. The amendments in this ASU will be effective for interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The amendments in this ASU can be applied either prospectively or retrospectively to any or all prior periods presented in the financial statements. The Company is in the process of evaluating the impact of the new guidance and determining the transition method and the timing of adoption.

The Company has determined that recently issued accounting standards, other than the above discussed, will not have a material impact on its consolidated financial position, results of operations or cash flows.

2. Disposition of TA&T

On February 19, 2025, the Company entered into an Entity Acquisition Agreement (the “Agreement”) with Tethon Corporation (“Tethon”), pursuant to which the Company sold to Tethon all the issued and outstanding shares of TA&T in exchange for the assumption by Tethon of the outstanding liabilities of TA&T. The disposal did not represent a strategic shift that will have a major effect on the Company’s operations and financial position and results of operations, and, therefore, did not qualify for discontinued operations treatment under ASC 205-20.

The following table summarizes the carrying amounts of the major classes of assets and liabilities of TA&T at the date of sale that were transferred to Tethon (in thousands):

	February 19, 2025
Cash and cash equivalents	\$ 4
Inventories	8
Accounts receivable	91
Right of use asset	376
Property and equipment, net	248
Other assets	16
Total assets sold	743
Accounts payable	(26)
Accrued expenses	(275)
Operating lease liability	(384)
Other liabilities	(34)
Total liabilities assumed	(719)
Net assets sold	\$ 24

No consideration was paid other than the assumption by Tethon of the above liabilities. No significant transaction costs were incurred. No earnout or other contingent consideration arrangements were included in the Agreement.

3. Business Combinations

On July 1, 2025, the Company entered into an Asset Purchase Agreement with Sinaptic Surgical, LLC (“Sinaptic Surgical”) and Sinaptic Holdings, LLC (“Holdings”), pursuant to which the Company agreed to purchase substantially all the assets and assume certain liabilities of Sinaptic Surgical. As consideration for the purchase of the assets under the Asset Purchase Agreement, the Company issued common stock warrants to purchase 325,000 shares of the Company’s common stock (the “Warrants”). The Warrants expire five years from the date of issue and have an exercise price of \$6.30 per share. The Warrants will become exercisable upon the achievement of certain milestones prior to the expiration of the Warrants. In connection with the Asset Purchase Agreement, Sinaptic Surgical purchased 216,450 shares of the Company’s common stock at a purchase price of \$3.465 per share in a private placement.

The fair value for the acquired intangible asset was estimated utilizing the income approach, which involves the use of significant estimates and assumptions including projected revenue growth rates, projected earnings, and discount rates.

The following table summarizes the consideration transferred, the estimated fair value of the assets acquired, and liabilities assumed, at the acquisition date (in thousands):

	Amounts recognized as of the acquisition date
Fair value of consideration transferred	
Common stock private placement	\$ 682
Warrants (included in derivative liabilities)	495
Total consideration transferred	\$ 1,177
Recognized amounts of identifiable assets acquired and liabilities assumed	
Cash	\$ 750
Intangibles	145
Total assets acquired	895
Accounts payable and other accrued expenses	(20)
Total identifiable net assets	\$ 875
Goodwill	\$ 302

The Company recognized goodwill of \$302,000, which reflects the future benefits of certain synergies, and regulatory and commercialization strategies. Acquired intangible assets are being amortized over the estimated useful life of five years on a straight-line basis.

4. Basic and Diluted Net Income (Loss) per Common Share

Basic net income (loss) per share is calculated by dividing the net income (loss) by the weighted-average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net loss per share is calculated by dividing the net loss by the weighted-average number of common share equivalents outstanding for the period that are determined to be dilutive. Common stock equivalents are primarily comprised of preferred stock and warrants for the purchase of common stock. The Company had potentially dilutive securities of approximately 7.4 million and 2.1 million as of June 30, 2026, and 2025, respectively, that were not included in the fully diluted loss per share calculation because they would have been antidilutive.

Below are basic and diluted loss per share data for the three months ended June 30, 2026, which are in thousands except for share and per share data:

	Basic Calculation	Effect of Dilutive Warrant Securities	Diluted Calculation
Numerator:			
Net loss	\$ (2,706)	\$ (1)	\$ (2,707)
Deemed dividend – warrant modification	(926)	-	(926)
Net loss attributable to common stockholders	<u>\$ (3,632)</u>	<u>\$ (1)</u>	<u>\$ (3,633)</u>
Denominator:			
Number of shares used in per common share calculations:	4,849,080	490	4,849,570
Net loss per common share:			
Net loss	\$ (0.56)	\$ (1.17)	\$ (0.56)
Deemed dividend – warrant modification	(0.19)	-	(0.19)
Net loss attributable to common stockholders	<u>\$ (0.75)</u>	<u>\$ (1.17)</u>	<u>\$ (0.75)</u>

Below are basic and diluted loss per share data for the six months ended June 30, 2026, which are in thousands except for share and per share data:

	Basic Calculation	Effect of Dilutive Warrant Securities	Diluted Calculation
Numerator:			
Net loss	\$ (5,527)	\$ (2)	\$ (5,529)
Deemed dividend – warrant modification	(926)	-	(926)
Net loss attributable to common stockholders	<u>\$ (6,453)</u>	<u>\$ (2)</u>	<u>\$ (6,455)</u>
Denominator:			
Number of shares used in per common share calculations:	4,433,861	754	4,434,615
Net loss per common share:			
Net loss	\$ (1.25)	\$ (2.45)	\$ (1.25)
Deemed dividend – warrant modification	(0.21)	-	(0.21)
Net loss attributable to common stockholders	<u>\$ (1.46)</u>	<u>\$ (2.45)</u>	<u>\$ (1.46)</u>

Below are basic and diluted loss per share data for the three months ended June 30, 2025, which are in thousands except for share and per share data:

	Basic Calculation	Effect of Dilutive Warrant Securities	Diluted Calculation
Numerator:			
Net loss	\$ (2,318)	\$ -	\$ (2,318)
Deemed dividend – warrant modification	-	-	-
Net loss attributable to common stockholders	<u>\$ (2,318)</u>	<u>\$ -</u>	<u>\$ (2,318)</u>
Denominator:			
Number of shares used in per common share calculations:	2,535,120	-	2,535,120
Net loss per common share:			
Net loss	\$ (0.91)	\$ -	\$ (0.91)
Deemed dividend – warrant modification	-	-	-
Net loss attributable to common stockholders	<u>\$ (0.91)</u>	<u>\$ -</u>	<u>\$ (0.91)</u>

Below are basic and diluted loss per share data for the six months ended June 30, 2025, which are in thousands except for share and per share data:

	Basic Calculation	Effect of Dilutive Warrant Securities	Diluted Calculation
Numerator:			
Net loss	\$ (4,610)	\$ (2)	\$ (4,612)
Deemed dividend – warrant modification	-	-	-
Net loss attributable to common stockholders	<u>\$ (4,610)</u>	<u>\$ (2)</u>	<u>\$ (4,612)</u>
Denominator:			
Number of shares used in per common share calculations:	2,156,032	191	2,156,223
Net loss per common share:			
Net loss	\$ (2.14)	\$ (10.47)	\$ (2.14)
Deemed dividend – warrant modification	-	-	-
Net loss attributable to common stockholders	<u>\$ (2.14)</u>	<u>\$ (10.47)</u>	<u>\$ (2.14)</u>

5. Inventories

Inventories consisted of the following (in thousands):

	June 30, 2026	December 31, 2025
Raw materials	\$ 492	\$ 402
WIP	467	296
Finished goods	1,293	346
	<u>\$ 2,252</u>	<u>\$ 1,044</u>

As of June 30, 2026, all inventories were classified as current. Inventories classified as current represent the carrying value of inventories as of June 30, 2026, that management estimates will be sold or used by June 30, 2027.

6. Fair Value Measurements

Financial Instruments Measured and Recorded at Fair Value on a Recurring Basis

The Company has issued certain warrants to purchase shares of common stock, which are considered derivative liabilities because they have certain rights which could require a cash settlement and are re-measured to fair value at each reporting period in accordance with accounting guidance. Fair value is based on the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, under a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

- Level 1 - quoted market prices for identical assets or liabilities in active markets.
- Level 2 - observable prices that are based on inputs not quoted on active markets but corroborated by market data.
- Level 3 - unobservable inputs reflecting management's assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

The Company classifies assets and liabilities measured at fair value in their entirety based on the lowest level of input that is significant to their fair value measurement. No financial assets or liabilities (except the derivative liabilities explained above) were measured on a recurring basis as of June 30, 2026, and December 31, 2025. The following tables set forth the financial liabilities measured at fair value on a recurring basis by level within the fair value hierarchy as of June 30, 2026, and December 31, 2025 (in thousands):

Description	Fair Value Measurements as of June 30, 2026			
	Level 1	Level 2	Level 3	Total
Derivative liabilities:				
Common stock warrants	\$ -	\$ -	\$ 345	\$ 345
Description	Fair Value Measurements as of December 31, 2025			
	Level 1	Level 2	Level 3	Total
Derivative liabilities:				
Common stock warrants	\$ -	\$ -	\$ 827	\$ 827

The Company did not have any transfers of assets and liabilities between Level 1 and Level 2 of the fair value measurement hierarchy during the six months ended June 30, 2026, and 2025. The following table presents a reconciliation of the derivative liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during the six months ended June 30, 2026, and 2025 (in thousands):

	Common Stock Warrants
Balance as of December 31, 2024	\$ 208
Change in fair value	(48)
Balance as of June 30, 2025	<u>\$ 160</u>
Balance as of December 31, 2025	\$ 827
Change in fair value	(482)
Balance as of June 30, 2026	<u>\$ 345</u>

Common Stock Warrants

The Company has issued certain warrants to purchase shares of common stock, which are considered derivative liabilities because they have registration rights which could require a cash settlement and are re-measured to fair value at each reporting period in accordance with accounting guidance. As of June 30, 2026, and December 31, 2025, the derivative liability was calculated using the Monte Carlo simulation valuation.

The assumptions used in estimating the common stock warrant liability using the Monte Carlo simulation valuation model as of June 30, 2026, and December 31, 2025 were as follows:

	June 30, 2026	December 31, 2025
Weighted-average risk-free interest rate	4.03-4.17%	3.42-3.65%
Weighted-average expected life (in years)	1.30-3.98	0.11-4.48
Expected dividend yield	-%	-%
Weighted-average expected volatility	90.00-155.00%	115.00-175.00%

Other Financial Instruments

The Company's recorded values of cash and cash equivalents, accounts and other receivables, accounts payable and accrued liabilities approximate their fair values based on their short-term nature. The recorded value of notes payable approximates the fair value as the interest rate approximates market interest rates.

7. Accrued and Other Current Liabilities

Accrued liabilities consisted of the following (in thousands):

	June 30, 2026	December 31, 2025
Payroll and related expense	\$ 648	\$ 120
Accrued payables	267	50
Other	242	252
	<u>\$ 1,157</u>	<u>\$ 422</u>

As of December 31, 2025, other current liabilities consisted of deposits for stock issuance of \$1.7 million. The stock issuance was related to the 2025 Warrant Inducement (see Note 9).

8. Debt

Insurance Premium Finance Arrangements

In March 2025, in connection with securing Director and Officer professional liability insurance, the Company entered into a premium finance arrangement to extend the premium payment out for a period of 10 months. The Company paid a total of \$26,000 up front toward the insurance premium and financed approximately \$145,000. The Company made 10 equal payments under the terms of the premium finance agreement. The premium finance agreement bore interest at an annual percentage rate of 7.45%. The loan was paid in full and there was no outstanding balance as of June 30, 2026.

In May 2025, in connection with securing general liability insurance, the Company entered into a premium finance arrangement to extend the premium payment for a period of 5 months. The Company paid a total of \$14,000 up front toward the insurance premium and financed approximately \$21,000. The Company made 3 equal payments under the terms of the premium finance agreement. The premium finance agreement bore interest at an annual percentage rate of 11.15%. The loan was paid in full and there was no outstanding balance as of June 30, 2026.

In March 2026, in connection with securing Director and Officer professional liability insurance, the Company entered into a premium finance arrangement to extend the premium payment for a period of 10 months. The Company paid a total of \$40,000 up front toward the insurance premium and financed approximately \$118,000. The Company will make 10 equal payments under the terms of the premium finance agreement. The premium finance agreement bears interest at an annual percentage rate of 9.39%. The outstanding balance totaled \$71,000 as of June 30, 2026.

In May 2026, in connection with securing general liability insurance, the Company entered into a premium finance arrangement to extend the premium payment out for a period of 10 months. The Company paid a total of \$14,000 up front toward the insurance premium and financed approximately \$38,000. The Company will make 10 equal payments under the terms of the premium finance agreement. The premium finance agreement bears interest at an annual percentage rate of 6.30%. The outstanding balance totaled \$31,000 as of June 30, 2026.

9. Equity

Abeysance Shares and Warrant Exchange

On June 29, 2026, the Company and MedTech Ceramics, LP (“MedTech”) finalized execution of a letter agreement providing for the disposition of 507,254 shares of common stock held in abeyance following the Company’s September 2025 warrant inducement transaction, and to cancel and replace an existing warrant held by MedTech. The Company and MedTech agreed that (i) the Company will promptly issue to MedTech 255,267 shares of common stock from abeyance for no additional consideration, as the applicable consideration was previously paid; (ii) the remaining 251,987 abeyance shares will be replaced by a pre-funded common stock purchase warrant covering the same number of shares, also for no additional consideration; and (iii) MedTech’s existing September 2025 warrant to purchase 760,881 shares will be cancelled and replaced with a new common stock purchase warrant to purchase 1,268,135 shares at \$2.14 per share. In accordance with ASC 815, the transaction was entered into with an existing shareholder, therefore, the Company presented the transaction as a deemed dividend as it did not affect net income (loss). The Company estimated the fair value of each warrant on the issuance date using the Black-Scholes-Merton valuation model. The incremental fair value of the new warrants compared to the cancelled warrants was \$0.9 million, which is presented as a deemed dividend on the condensed consolidated statements of operations and the condensed consolidated statements of stockholders’ equity (during the three months ended June 30, 2026).

2026 Capital Raise and Registration of Shares

On June 2, 2026, the Company entered into Securities Purchase Agreements (the “2026 Purchase Agreement”) with certain accredited investors pursuant to which the Company agreed to sell in a private placement an aggregate of 1,882,845 units at a purchase price of \$2.39 per unit for aggregate gross proceeds of approximately \$4.5 million, before deducting fees and offering expenses. Certain fees were paid in shares of common stock and warrants issued by the Company. Each unit consisted of: one share of the Company’s common stock, par value \$0.01 per share; one Class A Common Stock Purchase Warrant (the “Class A Warrant”); and one Class B Common Stock Purchase Warrant (the “Class B Warrant”). At the closing of the offering, the Company issued Class A Warrants to purchase an aggregate of 1,882,845 shares of common stock. The Class A Warrants are immediately exercisable and have an exercise price equal to \$2.14 per share, subject to adjustment as provided therein, and expire on the fifth anniversary of its issuance. At the closing of the offering, the Company issued Class B Warrants to purchase an aggregate of 1,882,845 shares of Common Stock. The Class B Warrants are immediately exercisable, have an exercise price of \$2.14 per share, subject to adjustment as provided therein, and expire on the second anniversary of the initial exercise date. In addition, upon the occurrence of specified revenue milestones, the Company may require holders to exercise all or a portion of their then-outstanding Class B Warrants. Specifically, if the Company reports quarterly revenue of at least \$2.0 million in a fiscal quarter, as evidenced in a Quarterly Report on Form 10-Q, Annual Report on Form 10-K, or certain Current Reports on Form 8-K, the Company may deliver a notice requiring the holder to exercise all or a specified portion of the outstanding Class B Warrants within five business days. Any portion of the called warrants not timely exercised would automatically expire without consideration, subject to the warrant’s beneficial ownership limitations. Additionally, the Company issued 78,213 shares in the form of restricted stock and 92,573 common stock purchase warrants, as part of its agent fees. The Company filed a Registration Statement on Form S-3 registering the resale of the above-mentioned securities, which was declared effective by the SEC on June 30, 2026.

2025 ATM Agreement

On October 3, 2025, the Company entered into an At The Market Offering Agreement (the “2025 ATM Agreement”) with H.C. Wainwright & Co., LLC, as sales agent (“Wainwright”), to sell shares of its common stock, par value \$0.01 per share (the “2025 ATM Shares”) from time to time, through an “at the market offering” program under which Wainwright will act as sales agent. The sales, if any, of the 2025 ATM Shares made under the 2025 ATM Agreement will be made by any method permitted by law deemed to be an “at the market offering” as defined in Rule 415 promulgated under the Securities Act of 1933, as amended, including, without limitation, sales made directly on or through the Nasdaq Capital Market or on any other existing trading market for the Company’s common stock. The 2025 ATM Shares will be issued pursuant to the Company’s shelf registration statement on Form S-3 (File No. 333-274951) initially filed by the Company with the SEC on October 12, 2023, and declared effective by the SEC on November 27, 2023, and related prospectus supplements to be prepared and filed pursuant to Rule 424(b) from time to time in connection with the offer and sale of the Shares. A prospectus supplement, dated October 3, 2025, covering the offer and sale of the 2025 ATM Shares having an aggregate offering price of \$6,413,876 was filed with the SEC. As of June 30, 2026, 432,843 shares have been sold under the 2025 ATM Agreement for gross proceeds of \$1.3 million, and there is \$5.1 million capacity remaining under the 2025 ATM Agreement.

2025 Warrant Inducement

On September 8, 2025, the Company entered into an inducement agreement (the “Inducement Letter”) with certain holders of the Company’s outstanding common stock purchase warrants. Pursuant to the Inducement Letter, the holders agreed to exercise for cash existing warrants to purchase an aggregate of 1,099,431 shares of the Company’s common stock at an exercise price of \$3.32 per share in consideration of the Company’s agreement to issue new common stock purchase warrants to purchase up to an aggregate of 1,649,147 shares of the Company’s common stock at an exercise price of \$4.79 per share. The warrant holders paid \$0.125 per new warrant as consideration for the issuance of the new warrants. The Company received aggregate gross proceeds of approximately \$3.8 million from the exercise of the existing warrants, before deducting placement agent fees and other offering expenses payable by the Company.

The Company estimated the fair value of each warrant on the issuance date using the Black-Scholes-Merton valuation model. The aggregate fair value of the new warrants issued as part of the inducement was \$6.7 million, which is presented as a deemed dividend on the condensed consolidated statements of operations and the condensed consolidated statements of stockholders’ equity (during the three months ended September 30, 2025).

2025 Capital Raise and Registration of Shares

On February 20, 2025, the Company entered into a Securities Purchase Agreement (the “2025 Purchase Agreement”) under which it sold securities to certain institutional and accredited investors for aggregate gross proceeds of \$5.0 million, before deducting fees to the placement agent and other expenses payable by the Company in connection with the private placement. In the transaction, the Company issued (i) 1,171,189 shares of the Company’s common stock, (ii) pre-funded warrants to purchase 278,098 shares of common stock (the “Pre-Funded Warrants”) with an exercise price of \$0.0001 per share, and (iii) warrants to purchase 1,449,287 shares of common stock (the “Common Warrants”) with an exercise price of \$3.32 per share. The purchase price per share of common stock and the associated Common Warrant was \$3.45 and the purchase price per Pre-Funded Warrant and associated Common Warrant was \$3.4499. The Common Warrants were exercisable immediately and expire five and one-half years from issuance. The Pre-Funded Warrants were exercisable immediately and remain outstanding until exercised in full. The Company filed a Registration Statement on Form S-3 registering the resale of the above-mentioned securities, which was declared effective by the SEC on March 27, 2025.

10. Stock-Based Compensation

A summary of the Company’s outstanding restricted stock unit activity for the six months ended June 30, 2026, and 2025 is as follows:

	Units	Weighted-Average Grant Date Fair Value
As of December 31, 2025	422,334	\$ 4.39
Granted	567,287	2.83
Vested	(109,136)	3.63
Forfeited	(109,452)	3.68
As of June 30, 2026	771,033	\$ 3.50

	Units	Weighted-Average Grant Date Fair Value
As of December 31, 2024	34	\$ 2,672.35
Granted	250,500	2.84
Vested	(58,341)	2.82
Forfeited	(14,759)	4.46
As of June 30, 2025	177,434	\$ 3.44

A summary of the Company’s outstanding stock option activity for the six months ended June 30, 2026, and 2025 is as follows:

	Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)	Intrinsic Value
As of December 31, 2025	170,026	\$ 6.65	9.4	\$ 77,600
Granted	-	-	-	-
Exercised	-	-	-	-
Forfeited	-	-	-	-
Expired	(3)	\$ 19,267	-	-
As of June 30, 2026	170,023	\$ 6.31	8.9	\$ -
Exercisable at June 30, 2026	170,023	\$ 6.31	8.9	\$ -
Vested and expected to vest at June 30, 2026	170,023	\$ 6.31	8.9	\$ -

	Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)	Intrinsic Value
As of December 31, 2024	35	\$ 18,872	5.5	\$ -
Granted	90,000	3.00	9.7	-
Exercised	-	-	-	-
Forfeited	-	-	-	-
Expired	(3)	19,267	-	-
As of June 30, 2025	90,032	\$ 20.85	9.7	\$ 20,000
Exercisable at June 30, 2025	90,032	\$ 20.85	9.7	\$ 20,000
Vested and expected to vest at June 30, 2025	90,032	\$ 20.85	9.7	\$ 20,000

The Company estimates the fair value of each stock option on the grant date using the Black-Scholes-Merton valuation model, which requires several estimates including an estimate of the fair value of the underlying common stock on grant date. The expected volatility was based on an average of the historical volatility of the Company. The expected term was the contractual life of option. The risk-free interest rate was based on the U.S. Treasury yield curve in effect at the time of grant for the expected term of the option.

Unrecognized stock-based compensation as of June 30, 2026, is as follows:

	Unrecognized Stock-Based Compensation (in thousands)	Weighted Average Remaining of Recognition (in years)
Stock options	\$ -	-
Restricted stock units	\$ 1,820	0.8

11. Commitments and Contingencies

The Company has executed agreements with certain executive officers of the Company which, upon the occurrence of certain events related to a change in control, call for payments to the executives up to three times their annual salary and accelerated vesting of previously granted stock awards.

From time to time, the Company is subject to various claims and legal proceedings covering matters that arise in the ordinary course of its business activities. Management believes any liability that may ultimately result from the resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, operating results or cash flows.

12. Leases

The Company has entered into multiple operating leases from which it conducts its business.

SINTX

The Company leases 30,764 square feet of office, warehouse and manufacturing space under a single operating lease. This lease expires in October 2031. The lease has one five-year extension option.

SINTX Armor

The Company, on behalf of SINTX Armor, leases approximately 10,936 square feet of office and manufacturing space from which SINTX Armor conducted its operations. This lease expires in October 2031. Impairment of operating lease right-of-use assets of \$0.7 million was recorded during 2024 related to Armor exit costs. In October 2025, the Company entered into a sublease agreement (the "Sublease") with Hayes Performance Systems, Inc., a Delaware corporation ("Hayes"), pursuant to which the Company agreed to sublease to Hayes all of the premises the Company currently leases under its Industrial Lease Agreement dated August 19, 2021 with SLS Industrial Portfolio Owner SLCP, LLC (the "Prime Lease"). The Sublease term commenced on November 1, 2025, and expires on October 31, 2031, unless earlier terminated in accordance with the Sublease or upon termination of the Prime Lease. Under the Sublease, Hayes will pay the Company base rent ranging from approximately \$9,700 per month during the first year of the Sublease to approximately \$11,300 per month during the final year of the term, plus its proportionate share of operating expenses and taxes, currently estimated at \$0.25 per rentable square foot per month. The Sublease provided for a three-month rent deferral totaling approximately \$29,200, which will be repaid in six equal monthly installments beginning February 1, 2026. The Sublease is structured as a triple-net arrangement under which Hayes will be responsible for substantially all costs associated with the Subleased Premises, including utilities, maintenance, and insurance.

TA&T

In connection with the disposition of TA&T, the lease facilities, including right of use assets and lease liabilities, were transferred to Tethon (see Note 2).

Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized on a straight-line basis over the term of the lease. The Company accounts for lease components separately from the non-lease components. The depreciable life of the assets and leasehold improvements are limited by the expected lease term.

As of June 30, 2026, operating lease right-of-use assets were approximately \$2.3 million, and operating lease liability was approximately \$3.0 million. As of June 30, 2026, the weighted-average discount rate for the Company's operating lease was 8.8%.

Operating lease future minimum payments together with the present values as of June 30, 2026, are summarized as follows (in thousands):

Years Ending December 31,	Amount
2026 (Remainder)	\$ 336
2027	688
2028	709
2029	730
2030	752
Thereafter	643
Total future minimum lease payments	3,858
Less amounts representing interest	(809)
Present value of lease liability	3,049
Current portion of operating lease liability	426
Long-term portion of operating lease liability	\$ 2,623

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

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements for the year ended December 31, 2025 and the notes thereto, along with Management's Discussion and Analysis of Financial Condition and Results of Operations, included in our Annual Report on Form 10-K for the year ended December 31, 2025, filed separately with the U.S. Securities and Exchange Commission. This discussion and analysis contains forward-looking statements based upon current beliefs, plans, expectations, intentions and projections that involve risks, uncertainties and assumptions, such as statements regarding our plans, objectives, expectations, intentions and projections. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of several factors, including those set forth under the "Risk Factors" section of our Annual Report on Form 10-K for the year ended December 31, 2025, and any updates to those risk factors filed from time to time in our Quarterly Reports on Form 10-Q and in other filings with the Securities and Exchange Commission we may make from time-to-time.

Overview

SINTX Technologies is an advanced ceramics company formed in December 1996 that develops, manufactures, and commercializes silicon nitride biomaterials, composites, devices, and related technologies for medical and other high-value applications. SINTX provides biomedical solutions for medical devices specializing in silicon nitride (Si₃N₄) for musculoskeletal and antipathogenic applications. We also manufacture parts made from silicon nitride for customers in the electrical, aerospace and other industrial sectors. SINTX is a global leader in the research, development, and manufacturing of silicon nitride, and its products have been implanted in humans since 2008.

Components of our Results of Operations

We manage our business within one reportable segment, which is consistent with how our management reviews our business, makes investment and resource allocation decisions, and assesses operating performance.

Revenue

Our product revenue is derived from the manufacture and sale of products. These revenue sources primarily include coatings, materials, and components for aerospace and medical device markets, toll processing services, and government contracts and grants. We generally recognize revenue from sales where control transfers at a point in time as the title and risk of loss passes to the customer, which is at the time the product is shipped. In general, our customers do not have rights of return or exchange.

We believe our product revenue will increase as we complete development and obtain regulatory clearance for our product candidates and secure opportunities to manufacture third party products with silicon nitride.

We also derive grant and contract revenue from awards provided by governmental agencies.

Cost of revenue

The expenses that are included in cost of revenue include all in-house manufacturing costs for the products we manufacture.

Gross profit

Our gross profit measures our product revenue relative to our cost of revenue.

Research and development expenses

Our research and development costs are expensed as incurred. Research and development costs consist of engineering, product development, clinical trials, test-part manufacturing, testing, developing and validating the manufacturing process, manufacturing, facility and regulatory-related costs. Research and development expenses also include employee compensation, employee and non-employee stock-based compensation, supplies and materials, consultant services, and travel and facilities expenses related to research and development activities.

We expect to incur additional research and development costs as we continue to develop new medical devices, related product candidates for antipathogenic applications, and other products which may increase our total research and development expenses.

General and administrative expenses

General and administrative expenses consist primarily of salaries, benefits and other related costs, including stock-based compensation for certain members of our executive team and board of directors, and other personnel employed in finance, legal, compliance, administrative, information technology, customer service, executive and human resource departments. General and administrative expenses also include other expenses not part of the other cost categories mentioned above, including facility expenses and professional fees for accounting and legal services.

RESULTS OF OPERATIONS

The following is a tabular presentation of our unaudited condensed consolidated operating results for the three and six months ended June 30, 2026 and 2025 (in thousands):

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2026	2025			2026	2025		
Product revenue	\$ 447	\$ 100	\$ 347	347%	\$ 747	\$ 391	\$ 356	91%
Grant and contract revenue	5	51	(46)	-90%	85	129	(44)	-34%
Total revenue	452	151	301	199%	832	520	312	60%
Cost of revenue	174	94	80	85%	410	340	70	21%
Gross profit	278	57	221	388%	422	180	242	134%
Operating expenses:								
Research and development	573	1,238	(665)	-54%	937	2,354	(1,417)	-60%
General and administrative	2,318	1,415	903	64%	4,853	2,734	2,119	78%
Sales and marketing	273	21	252	1200%	672	41	631	1539%
Grant and contract expenses	2	48	(46)	-96%	55	99	(44)	-44%
Total operating expenses	3,166	2,722	444	16%	6,517	5,228	1,289	25%
Loss from operations	(2,888)	(2,665)	(223)	8%	(6,095)	(5,048)	(1,047)	21%
Other income (expense)	182	347	(165)	-48%	568	438	130	30%
Net loss before taxes	(2,706)	(2,318)	(388)	17%	(5,527)	(4,610)	(917)	20%
Provision for income taxes	-	-	-	-%	-	-	-	-%
Net loss	\$ (2,706)	\$ (2,318)	\$ (388)	17%	\$ (5,527)	\$ (4,610)	\$ (917)	20%

Revenue

For the three months ended June 30, 2026, total revenue increased \$0.3 million, or 199%, compared to the same period in 2025. For the six months ended June 30, 2026, total revenue increased \$0.3 million, or 60%, compared to the same period in 2025. When excluding the total revenue decrease of \$0.1 million due to the sale of the TA&T subsidiary, the remaining total revenue for the six months ended June 30, 2026 increased by \$0.4 million, or 102%.

For the three months ended June 30, 2026, product revenue increased \$0.3 million, or 347%, compared to the same period in 2025. For the six months ended June 30, 2026, product revenue increased \$0.4 million, or 91%, compared to the same period in 2025. When excluding the product revenue decrease of \$0.1 million due to the sale of the TA&T subsidiary, the remaining product revenue for the six months ended June 30, 2026 increased by \$0.4 million, or 128%.

During the three months ended June 30, 2026, grant and contract revenue decreased \$46,000, or 90%, as compared to the same period in 2025. During the six months ended June 30, 2026, grant and contract revenue decreased \$44,000, or 34%, as compared to the same period in 2025. When excluding the grant and contract revenue decrease of \$45,000 due to the sale of the TA&T subsidiary, the remaining grant and contract revenue for the six months ended June 30, 2026 increased by \$1,000, or 1%.

Revenue trends and strategic focus

Total revenue increased compared with the prior-year periods, primarily reflecting higher product sales from the Company's operations. Comparability to the prior year was also affected by the divestiture of the TA&T subsidiary during the first quarter of 2025.

Product revenue growth was driven primarily by increased sales within the Company's OEM technical manufacturing products, reflecting improved customer demand and pricing, together with initial commercial sales of the SiNAPTIC Foot & Ankle Osteotomy Wedge System. These increases were partially offset by lower grant and contract revenue, which can fluctuate based on the timing and scope of funded projects.

The Company continues to support its OEM technical manufacturing product line as an important source of revenue and cash flow. Recent pricing initiatives have improved the profitability of this product line while allowing the Company to continue investing in the commercialization of its proprietary silicon nitride-based biomedical devices, including its orthopedic product portfolio. Management expects the OEM product line and its proprietary medical technology initiatives to remain complementary components of the Company's long-term growth strategy.

Cost of revenue and Gross profit

For the three months ended June 30, 2026, cost of revenue increased by \$0.1 million, or 85%, compared to the same period in 2025. For the six months ended June 30, 2026, cost of revenue increased by \$0.1 million, or 21%, compared to the same period in 2025. Cost of revenue increased at a lower rate than revenue primarily due to the Company's continued focus on higher-margin sales and a favorable sales mix, with improved pricing on certain OEM products, during the current period. Although the Company expects this strategy to continue to support profitability, gross margin may fluctuate from period to period based on product mix, pricing, manufacturing efficiencies, customer demand, and the mix of product and grant and contract revenue.

Research and development expenses

For the three months ended June 30, 2026, research and development expenses decreased by \$0.7 million, or 54%, compared to the same period in 2025. The decrease was primarily due to \$0.7 million in the reallocation of certain overhead costs to general and administrative expenses (also see explanation below). Other research and development expenses remained consistent during the period.

For the six months ended June 30, 2026, research and development expenses decreased by \$1.4 million, or 60%, compared to the same period in 2025. The decrease was primarily due to \$1.4 million in the reallocation of certain overhead costs to general and administrative expenses (also see explanation below). Other research and development expenses remained consistent during the period.

Historically, a significant portion of our operations was focused on research and development, resulting in the majority of overhead costs being allocated to research and development. As our focus has shifted toward commercialization, a greater portion of these costs is now classified as general and administrative.

General and administrative expenses

For the three months ended June 30, 2026, general and administrative expenses increased by \$0.9 million, or 64%, compared to the same period in 2025. The increase was primarily due to \$0.8 million in higher headcount-related costs, including \$0.1 million of non-cash stock-based compensation, as well as the reallocation of certain overhead costs of \$0.7 million, as discussed above. These increases were partially offset by decreases of \$0.2 million in board of directors fees, \$0.1 million in non-employee stock-based compensation, \$0.1 million in accounting fees, and \$0.2 million in other general expenses.

For the six months ended June 30, 2026, general and administrative expenses increased by \$2.1 million, or 78%, compared to the same period in 2025. The increase was primarily due to \$1.1 million in higher headcount-related costs, including \$0.5 million of non-cash stock-based compensation, as well as the reallocation of certain overhead costs of \$1.4 million, as discussed above, and \$0.1 million in other general expenses. These increases were partially offset by decreases of \$0.3 million in non-employee stock-based compensation and \$0.2 million in board of directors fees.

Sales and marketing expenses

For the three months ended June 30, 2026, sales and marketing expenses increased by \$0.3 million, or 1,200%, compared to the same period in 2025. The increase was primarily due to \$0.2 million in higher headcount-related costs, including \$34,000 of non-cash stock-based compensation, as well as a \$0.1 million increase in other sales and marketing related costs associated with our product launch.

For the six months ended June 30, 2026, sales and marketing expenses increased by \$0.6 million, or 1,539%, compared to the same period in 2025. The increase was primarily due to \$0.3 million in higher headcount-related costs, including \$0.1 million of non-cash stock-based compensation, as well as a \$0.3 million increase in other sales and marketing related costs associated with our product launch.

Grant and contract expenses

For the three months ended June 30, 2026, grant and contract expenses decreased by \$46,000, or 96%, compared to the same period in 2025, primarily due to the decrease in grant and contract revenue.

For the six months ended June 30, 2026, grant and contract expenses decreased by \$44,000, or 44%, compared to the same period in 2025, primarily due to the decrease in grant and contract revenue.

Other income, net

For the three months ended June 30, 2026, other income, net decreased by \$0.2 million, or 48%, compared to the same period in 2025, primarily due to a \$0.4 million decrease in gain on disposal of equipment, partially offset by a \$0.2 million increase from the change in value of derivative liabilities.

For the six months ended June 30, 2026, other income, net increased by \$0.1 million, or 30%, compared to the same period in 2025, primarily due to a \$0.4 million increase from the change in value of derivative liabilities, partially offset by a \$0.3 million decrease in gain on disposal of equipment.

Liquidity and capital resources

The condensed consolidated financial statements have been prepared assuming we will continue to operate as a going concern. To date, our operations have been principally financed from proceeds from the issuance of preferred and common stock and, to a lesser extent, cash generated from product sales. It is anticipated that we will continue to generate operating losses and use cash in operations. Our continuation as a going concern is dependent upon our ability to increase sales, decrease expenses and raise additional funding. We continue to seek opportunities to raise additional funding through equity and/or debt financing. However, such funding is not guaranteed and may not be available to us on favorable terms and may involve restrictive covenants. If we are not able to obtain additional debt or equity financing, the impact on us will be material and adverse.

For the six months ended June 30, 2026, and 2025, we incurred a net loss of \$5.5 million and \$4.6 million, respectively, and used cash in operating activities of \$5.3 million and \$3.7 million, respectively. We had an accumulated deficit of \$298 million and \$292 million as of June 30, 2026, and December 31, 2025, respectively.

The board of directors and management remain aligned in advancing the Company's strategic direction and business objectives. While we expect to continue generating a significant portion of our revenues from our industrial business product line, management is increasingly concentrating resources on high-growth areas within the healthcare sector where our proprietary materials and technologies—such as silicon nitride—provide a distinct competitive advantage due to their unique strength, durability, and biocompatibility. We believe our established industrial activities provide an important operational and revenue foundation that supports the continued development and commercialization of our medical technologies. Building upon our established advanced materials expertise and FDA 510(k) clearance of the SiNAPTIC Foot & Ankle Osteotomy Wedge System, we are focused on commercializing our medical technologies and advancing additional silicon nitride-based compositions and applications for orthopedic, spinal, wound care, and other medical markets in order to expand our footprint in the medical device sector and support creation of long-term shareholder value.

As part of our ongoing strategic review of our operations aimed at improving operational efficiency and reducing costs, as discussed in Note 2 to the condensed consolidated financial statements, on February 19, 2025, we sold to Tethon all the issued and outstanding shares of TA&T in exchange for the assumption by Tethon of the outstanding liabilities of TA&T.

As discussed in further detail above, in October 2025, we received FDA 510(k) clearance for a new foot and ankle osteotomy wedge system, enabling SINTX's commercial entry into reconstructive foot and ankle surgery in the United States. We recognized initial revenue from the system during the first and second quarters of 2026. The timing and amount of future revenue will depend on, among other matters, physician adoption, customer ordering patterns, distributor performance, manufacturing capacity and reimbursement and market conditions.

As discussed in Note 9 to the condensed consolidated financial statements, in October 2025, we entered into the 2025 ATM Agreement to sell shares of our common stock from time to time, through an "at the market offering" program, having an aggregate offering price of \$6.4 million. Through June 30, 2026, we have sold \$1.3 million under the ATM, leaving a remaining balance of \$5.1 million available under the ATM. Sales under the ATM depend on market conditions, eligibility to use the registration statement, trading volume and compliance with applicable offering limitations.

As discussed in Note 12 to the condensed consolidated financial statements, in October 2025, we entered into a sublease agreement to lease the SINTX Armor facility, that is expected to save us approximately \$1.0 million over the sublease term.

As discussed in Note 9 to the condensed consolidated financial statements, in June 2026, we entered into securities purchase agreements for aggregate proceeds of approximately \$4.5 million.

Despite the actions undertaken by management to improve liquidity and operating costs—including the divestiture of non-core operations, implementation of cost and pricing improvement initiatives, commercialization of newly cleared medical products, access to capital through our ATM program, and execution of the Armor facility sublease—management has concluded that substantial doubt remains regarding our ability to continue as a going concern for a period of at least 12 months from the date these condensed consolidated financial statements are issued. Our ability to continue as a going concern will depend on our ability to generate increased revenues, achieve profitability, obtain additional financing, and successfully execute our strategic business objectives. The condensed consolidated financial statements do not include any adjustments that might result from the outcome of these uncertainties.

Cash Flows

The following table summarizes, for the periods indicated, cash flows from operating, investing and financing activities (in thousands) – unaudited:

	Six Months Ended June 30,	
	2026	2025
Net cash used in operating activities	\$ (5,258)	\$ (3,710)
Net cash provided by (used in) investing activities	(91)	289
Net cash provided by financing activities	4,799	4,143
Net increase (decrease) in cash	<u>\$ (550)</u>	<u>\$ 722</u>

Net cash used in operating activities

Net cash used in operating activities was \$5.3 million during the six months ended June 30, 2026, compared to \$3.7 million used during the same period in 2025, an increase of \$1.6 million. The increase was primarily due to an increase in net loss of \$0.9 million, combined with net outflow from the change in inventories of \$1.4 million, other liabilities of \$0.8 million, and accounts receivable of \$0.2 million. These changes were partially offset by net inflow from the change in accounts payable and accrued expenses of \$1.5 million and non-cash adjustments of \$0.2 million.

Net cash used in investing activities

Net cash used in investing activities was \$0.1 million during the six months ended June 30, 2026, compared to net cash provided by investing activities of \$0.3 million during the same period in 2025, a decrease of \$0.4 million, primarily due to a decrease in proceeds from sale of property and equipment.

Net cash provided by financing activities

Net cash provided by financing activities was \$4.8 million during the six months ended June 30, 2026, compared to \$4.1 million provided during the same period in 2025. The \$0.7 million increase was primarily due to an increase in proceeds from issuance of common stock in connection with ATM of \$0.8 million, a decrease in repurchases of common stock into treasury of \$0.1 million, and a decrease in payment on debt of \$0.1 million. These changes were partially offset by a decrease in proceeds from issuance of common stock and warrants of \$0.3 million.

Indebtedness

Information with respect to Indebtedness may be found in Note 8 to the condensed consolidated financial statements included in Item 1 of Part I of this report.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Critical Accounting Estimates

A summary of our significant accounting policies and estimates is discussed in Management's Discussion and Analysis of Financial Condition and Results of Operations and in Note 1 to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2025. There have been no material changes to those policies for the three and six months ended June 30, 2026.

Recent Accounting Pronouncements

Information with respect to Recent Accounting Pronouncements may be found in Note 1 to the condensed consolidated financial statements included in Item 1 of Part I of this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 4. CONTROLS AND PROCEDURES

This Report includes the certifications of our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial and Accounting Officer) required by Rule 13a-14 of the Securities Exchange Act of 1934 (the "Exchange Act"). See Exhibits 31.1 and 31.2. This Item 4 includes information concerning the controls and control evaluations referred to in those certifications.

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act"), that are designed to ensure that information required to be disclosed in the reports filed or submitted under the Exchange Act, is recorded, processed, summarized, and reported within the time periods specified by the Commission's rules and forms. Disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act are properly recorded, processed, summarized and reported within the time periods required by the Commission's rules and forms.

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial and Accounting Officer), of the effectiveness of the design and operation of these disclosure controls and procedures, as such term is defined in Exchange Act Rule 13a-15(e), as of June 30, 2026. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2026, the end of the period covered by this Quarterly Report on Form 10-Q.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the second quarter of 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II

ITEM 1. LEGAL PROCEEDINGS

From time to time, the Company may become involved in legal proceedings arising in the ordinary course of business. The Company is not currently a party to any material pending legal proceeding.

ITEM 1A. RISK FACTORS

Information regarding risk factors appears in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on March 20, 2026. There have been no material changes from the risk factors previously disclosed in the Annual Report on Form 10-K.

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

Sale of Unregistered Securities

The information required by this Item regarding the Company's June 2, 2026 private placement was previously included in the Company's Current Report on Form 8-K filed on June 3, 2026 and is not repeated herein.

The information required by this Item regarding the Company's June 30, 2026 private placement was previously included in the Company's Current Report on Form 8-K filed on July 2, 2026 and is not repeated herein.

Share Repurchase Program

In November 2024, the Company announced that its board of directors authorized a share repurchase program that would allow the Company to repurchase up to \$500,000 of the Company's outstanding common stock. There were no repurchases of shares under the share repurchase program during the three months ended June 30, 2026. As of June 30, 2026, the maximum dollar value of shares that may yet be purchased under the program was \$366,935. The program may be suspended or discontinued at any time and does not obligate the Company to repurchase any specific number of shares.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Trading Arrangements

During the three months ended June 30, 2026, none of the Company's directors or officers adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Change in Control Agreement with Chief Financial Officer

On August 7, 2026, SINTX Technologies, Inc. (the "Company") entered into a Change in Control Agreement (the "Agreement") with Kevin Trask, the Company's Chief Financial Officer.

Under the Agreement, if Mr. Trask's employment is terminated by the Company without "Cause" or by Mr. Trask for "Good Reason" within six months before or one year following a "Change in Control" of the Company, Mr. Trask will be entitled to receive, subject to his timely execution and non-revocation of a general release of claims and his continued compliance with his continuing obligations to the Company:

- a lump-sum cash payment equal to two times the sum of (i) his annual base salary in effect at the time of termination, or the rate that should have been in effect but for any reduction giving rise to Good Reason, and (ii) the greater of his annual target cash bonus opportunity for the year of termination or the highest actual annual cash bonus paid to him during the three preceding completed fiscal years;
- a prorated annual cash bonus for the year of termination, calculated based on his annual target cash bonus opportunity and the number of days he was employed during that year;
- monthly payments for up to 36 months equal to the applicable premium for continuation coverage under the Company's group medical plans, less the amount Mr. Trask would have paid for such coverage as an active employee, with such payments terminating earlier if he becomes employed by a third party and eligible to participate in the third party's group health plan; and
- to the extent permitted by applicable law and the applicable insurance policy, access to continued coverage under the Company's health plan, at Mr. Trask's full cost, for up to 36 months following his termination.

The Agreement also provides that, except as otherwise provided under the applicable equity incentive plan or award agreement, all outstanding time-based equity awards held by Mr. Trask will become fully vested if his employment is terminated by the Company without Cause or by him for Good Reason within one year following a Change in Control. If such a termination occurs within six months before a Change in Control, his outstanding time-based equity awards that remain outstanding immediately before the Change in Control will become fully vested immediately before the Change in Control. To give effect to this provision, applicable unvested time-based equity awards that would otherwise be forfeited upon a qualifying pre-Change in Control termination will remain outstanding through the earlier of the Change in Control or the expiration of the six-month period.

For purposes of the Agreement, a Change in Control generally includes certain acquisitions of 50% or more of the Company's outstanding voting power, certain mergers or consolidations, stockholder approval of a sale or other disposition of all or substantially all of the Company's assets, and certain changes

in the composition of the Company's board of directors.

The Agreement provides for a reduction of payments and benefits to the extent necessary to avoid the excise tax imposed by Section 4999 of the Internal Revenue Code, but only if the reduction would result in Mr. Trask retaining a greater after-tax amount. The Agreement does not provide for an excise-tax gross-up.

The severance payments and benefits provided under the Agreement are generally in lieu of, and not in addition to, severance or termination payments or benefits to which Mr. Trask may otherwise be entitled under another Company arrangement, unless the other arrangement expressly provides otherwise. Mr. Trask is not required to mitigate the Company's obligations by seeking other employment, and amounts payable under the Agreement generally are not subject to offset.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, which is filed as Exhibit 10.5 to this Quarterly Report on Form 10-Q and incorporated herein by reference.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference herein from Form or Schedule	Filing Date	SEC File/Reg. Number
4.1	Form of Class A Common Stock Purchase Warrant		Form 8-K (Exhibit 4.1)	06/03/26	001-33624
4.2	Form of Class B Common Stock Purchase Warrant		Form 8-K (Exhibit 4.2)	06/03/26	001-33624
4.3	Form of Pre-Funded Stock Purchase Warrant		Form 8-K (Exhibit 4.1)	07/02/26	001-33624
4.4	Form of Common Stock Purchase Warrant		Form 8-K (Exhibit 4.2)	07/02/26	001-33624
4.5	Form of Placement Agent Common Stock Purchase Warrant		Form S-3 (Exhibit 4.28)	06/25/26	333-297009
10.1	Securities Purchase Agreement, dated June 2, 2026		Form 8-K (Exhibit 10.1)	06/03/26	001-33624
10.2	Registration Rights Agreement		Form 8-K (Exhibit 10.2)	06/03/26	001-33624
10.3	Partner Capital Agreement, dated April 6, 2026		Form 8-K (Exhibit 10.3)	06/03/26	001-33624
10.4	Letter Agreement dated June 19, 2026, effective June 29, 2026		Form 8-K (Exhibit 10.1)	07/02/26	001-33624
10.5*	Change-in-Control Agreement	X			
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X			
31.2	Certification of the Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X			
32.1	Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X			
32.2	Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X			
101.INS	Inline XBRL Instance 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 (embedded within the Inline XBRL document)	X			

* Management contract or compensatory plan or arrangement

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.

SINTX Technologies, Inc.

Date: August 11, 2026

/s/ Kevin Trask

Kevin Trask
Chief Financial Officer
(Principal Financial Officer)

CHANGE IN CONTROL AGREEMENT

This Change in Control Agreement (the “Agreement”) is entered into as of the 7th day of August 2026, by and between SINTX Technologies, Inc., together with its successors and assigns, the “Company”, and Kevin Trask, the Company’s Chief Financial Officer, (the “Executive”).

WHEREAS, the Executive is the Chief Financial Officer of the Company;

WHEREAS, the Company recognizes that the Executive’s service to the Company is very important to the future success of the Company;

WHEREAS, Executive desires to enter into this Agreement to provide Executive with certain financial protection in the event Executive’s employment terminates under specified circumstances in connection with a Change in Control of the Company; and

WHEREAS, the Board of Directors of the Company (the “Board”) has determined that it is in the best interests of the Company to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive agree as follows:

1. Definitions.

(a) Cause. For purposes of this Agreement, “Cause” means: (i) Executive’s commission of a felony, other than through vicarious liability or through a motor vehicle offense; (ii) Executive’s intentional misconduct that causes material harm to the Company, provided that such misconduct is not rectifiable or remains uncorrected after written notice and a thirty-day cure period; (iii) Executive’s commission of an act of fraud, embezzlement, or misappropriation of funds; (iv) Executive’s material breach of any material provision of this Agreement or any other agreement between Executive and the Company, which breach, if curable, is not cured within thirty days after delivery to Executive by the Company of written notice of such breach; or (v) Executive’s refusal to carry out a lawful written directive from the Board that is within Executive’s normal Company duties. Any determination of Cause shall be made by the affirmative vote of a majority of the directors then serving on the Board, excluding Executive if Executive is then serving as a director of the Company.

(b) Change in Control. For purposes of this Agreement, a “Change in Control” means: (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Act”)) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company’s then outstanding voting securities (excluding for this purpose the Company or its Affiliates or any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions of which the Board does not approve; (ii) a merger or consolidation of the Company, whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation outstanding immediately after such merger or consolidation; (iii) the stockholders of the Company approve an agreement for the sale, lease, exchange, or other disposition by the Company of all or substantially all of the Company’s assets; or (iv) a change in the composition of the Board occurs during any twelve-month period such that the individuals who, as of the beginning of such period, constituted the Board, together with any new directors whose election or nomination was approved by a majority of the directors then still in office who were directors at the beginning of such period or whose election or nomination was previously so approved, cease to constitute a majority of the Board. For purposes of this Agreement, “Change in Control” shall be interpreted in a manner, and limited to the extent necessary, so that it will not cause adverse tax consequences for either party with respect to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and the treasury regulations issued thereunder or any guidance issued by the IRS concerning the interpretation or applicability of Section 409A of the Code.

(c) Disability. For purposes of this Agreement, “Disability” means that Executive has been unable, with or without reasonable accommodation and due to physical or mental incapacity, to substantially perform Executive’s duties and responsibilities for one hundred twenty consecutive days.

(d) Good Reason. For purposes of this Agreement, “Good Reason” means the occurrence of any of the following without Executive’s prior written consent: (i) a material diminution in Executive’s title, duties, responsibilities, or authorities; (ii) a reduction in Executive’s annual base salary, annual cash bonus opportunity, or if Executive has been granted a specified annual long-term incentive award opportunity, a reduction in such opportunity, or the Company’s failure to pay earned compensation when due; (iii) a relocation of Executive’s principal office or principal place of employment by more than thirty miles from Executive’s principal office or principal place of employment as of immediately prior to such relocation; (iv) a material breach by the Company of this Agreement or any equity award agreement between Executive and the Company; or (v) a material change in Executive’s compensation, authority, functions, duties, or responsibilities that would cause Executive’s position with the Company to become of materially less responsibility, importance, or scope than Executive’s position immediately prior to such change.

Notwithstanding the foregoing, Executive shall not have Good Reason unless Executive provides written notice to the Company describing the condition giving rise to Good Reason within ninety days after Executive first becomes aware of such condition, the Company fails to cure such condition within thirty days after receiving such notice, and Executive terminates employment within sixty days after expiration of such cure period.

(e) Termination Date means the date on which Executive’s employment with the Company terminates, which shall mean Executive’s “separation from service” within the meaning of Section 409A to the extent required by Section 409A.

2. Treatment of Equity Awards Upon a Change in Control. Except as otherwise provided in the applicable equity incentive plan or award agreement, if Executive’s employment is terminated by the Company without Cause or by Executive for Good Reason within one year following a Change in Control, then all outstanding time-based equity awards held by Executive shall become fully vested as of the Termination Date. If Executive’s employment is terminated by the Company without Cause or by Executive for Good Reason within six months prior to a Change in Control, then all outstanding time-based equity awards held by Executive that remain outstanding as of immediately prior to the Change in Control shall become fully vested immediately prior to the Change in Control. To the extent necessary to give effect to the preceding sentence, any then-unvested time-based equity awards that would otherwise terminate or be forfeited upon Executive’s qualifying termination during the six-month period prior to a Change in Control shall remain outstanding and eligible to vest through the earlier of the consummation of the Change in Control or the expiration of such six-month period.

3. Accrued Benefits. Upon any termination of Executive's employment for any reason, Executive shall be entitled to receive: (i) accrued but unpaid base salary through the Termination Date, payable within thirty days following the Termination Date or such earlier date as required by applicable law; (ii) any annual cash bonus earned but unpaid with respect to the year preceding the year in which the Termination Date occurs, payable when bonuses are paid to other senior executives of the Company; (iii) reimbursement for any unreimbursed business expenses incurred through the Termination Date, payable in accordance with the Company's expense reimbursement policies; (iv) accrued but unused paid time off, to the extent payable under Company policy or applicable law; and (v) all vested payments, benefits, or rights to which Executive is entitled as of the Termination Date under any applicable compensation, benefit, equity, or fringe benefit plan, program, or arrangement.

4. Change-in-Control Severance Payments. If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason within one year following, or six months prior to, a Change in Control, then, subject to Executive's execution and non-revocation of the release described in Section 5 and Executive's continued compliance with Executive's obligations to the Company and Executive's continued compliance with Executive's continuing obligations to the Company, including under any confidentiality, non-disclosure, non-solicitation, intellectual property, restrictive covenant, or similar agreement between Executive and the Company, Executive shall be entitled to receive the following payments and benefits, collectively, the "Change-in-Control Severance Payments": (i) a lump sum cash payment equal to two (2) times the sum of: (A) Executive's annual base salary at the annualized rate then in effect, or the rate that should have been in effect but for any reduction giving rise to Good Reason; and (B) the greater of Executive's annual target cash bonus opportunity for the year in which the Termination Date occurs or the highest actual annual cash bonus paid to Executive during the three preceding completed fiscal years; (ii) a prorated annual cash bonus for the year in which the Termination Date occurs, calculated based on Executive's annual target cash bonus opportunity for such year and prorated based on the number of days Executive was employed during such year through the Termination Date; (iii) the Medical Payment Amounts for a period of 36 months following the Termination Date, or, if earlier, until the date on which Executive becomes employed by a third party and becomes eligible to participate in such third party's group health plan; and (iv) to the extent permissible under applicable law and under any insurance policy insuring the Company's health plan, access to continued coverage under the Company's health plan, with the full cost payable by Executive, for a period of up to 36 months commencing on the first day of the month following the Termination Date. "Medical Payment Amounts" means an amount, payable on a monthly basis commencing on the first day of the month following the Termination Date, equal to the monthly amount of the Consolidated Omnibus Budget Reconciliation Act continuation coverage premium for such month under the Company's group medical plans for executives of the Company, less the monthly amount of Executive's portion of the premium for such month as if Executive were still an active employee.

The lump sum cash payment described in clause (i) shall be paid within ten business days following the date on which the release described in Section 5 becomes effective and irrevocable, subject to any delay required by Section 409A. The prorated annual cash bonus described in clause (ii) shall be paid at the same time annual bonuses are paid to other senior executives of the Company for the year in which the Termination Date occurs, but in no event later than March 15 of the year following the year in which the Termination Date occurs, subject to any delay required by Section 409A.

5. Release Requirement. Payment of the Change-in-Control Severance Payments shall be conditioned upon Executive's execution, non-revocation, and delivery of a general release of claims in favor of the Company and its affiliates, and their respective officers, directors, employees, agents, representatives, successors, and assigns, in a form reasonably satisfactory to the Company. The release must become effective and irrevocable no later than sixty days following the Termination Date. If Executive fails to timely execute and deliver such release, or revokes such release, Executive shall not be entitled to receive the Change-in-Control Severance Payments. To the extent any Change-in-Control Severance Payment constitutes nonqualified deferred compensation subject to Section 409A and the sixty-day release period begins in one taxable year and ends in a second taxable year, such payment shall be made or commence in the second taxable year.

6. Parachute Payments. If any payment, benefit, or distribution of any type to or for the benefit of Executive, whether paid or payable, provided or to be provided, or distributed or distributable pursuant to this Agreement or otherwise, collectively, the "Parachute Payments," would subject Executive to the excise tax imposed under Section 4999 of the Code, then the Parachute Payments shall be reduced to the minimum extent necessary so that no portion of the Parachute Payments is subject to such excise tax, but only if such reduction would result in Executive retaining a greater net after-tax amount than if the Parachute Payments were not so reduced. Any reduction shall be made in the following order: first, by reducing cash payments that do not constitute deferred compensation within the meaning of Section 409A; second, by reducing other payments or benefits that do not constitute deferred compensation within the meaning of Section 409A; third, by reducing payments or benefits that do constitute deferred compensation within the meaning of Section 409A, beginning with those payments or benefits scheduled to be paid or provided latest in time; and fourth, by reducing equity-based payments or benefits, unless a different order is required to comply with Section 409A. All determinations under this Section shall be made by an independent public accounting firm, compensation consultant, or tax counsel selected by the Company. The Company shall bear all fees and expenses of such advisor.

7. Section 409A. Notwithstanding anything herein to the contrary, this Agreement is intended to be interpreted and applied so that the payments and benefits provided hereunder shall either be exempt from, or comply with, Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, collectively, "Section 409A". A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for payment of any amount or benefit upon or following termination of employment that constitutes nonqualified deferred compensation under Section 409A unless such termination is also a "separation from service" within the meaning of Section 409A. References to "termination," "termination of employment," "Termination Date," and similar terms shall mean a separation from service to the extent required by Section 409A. If Executive is a "specified employee" within the meaning of Section 409A on the date of Executive's separation from service, then any payment or benefit that constitutes nonqualified deferred compensation subject to Section 409A and that is payable by reason of Executive's separation from service shall be delayed until the earlier of: (i) the date that is six months after Executive's separation from service; or (ii) Executive's death. Any amounts delayed under this paragraph shall be paid in a lump sum on the first payroll date following the expiration of such six-month period, or, if earlier, following Executive's death. Each payment under this Agreement shall be treated as a separate payment for purposes of Section 409A. In no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement that constitutes nonqualified deferred compensation within the meaning of Section 409A. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with Section 409A. To the extent any reimbursement is taxable to Executive, such reimbursement shall be paid on or before the last day of Executive's taxable year following the taxable year in which the related expense was incurred. No reimbursement or in-kind benefit shall be subject to liquidation or exchange for another benefit, and the amount of reimbursements or in-kind benefits provided in one taxable year shall not affect the amount provided in any other taxable year.

8. No Duplication; Other Arrangements. The Change-in-Control Severance Payments provided under this Agreement shall be in lieu of, and not in addition to, any severance or termination payments or benefits to which Executive may otherwise be entitled under any employment agreement, offer letter, severance plan, policy, program, or other arrangement maintained by the Company, unless such other agreement or arrangement expressly provides that payments thereunder are intended to be in addition to the payments provided under this Agreement. Nothing in this Agreement shall limit Executive's rights to receive Accrued Benefits, vested benefits under any tax-qualified retirement plan, vested deferred compensation, vested equity awards, indemnification, advancement of expenses, D&O insurance coverage, or any other benefit that by its terms is payable or provided independently of severance. In the event of any inconsistency between this Agreement and any Company plan, policy, program, or arrangement, this Agreement shall control with respect to the subject matter hereof, unless Executive and the Company otherwise agree in a writing that expressly refers to the provision of this Agreement being modified or waived.

9. Enforceability. If any provision of this Agreement shall be deemed invalid or unenforceable as written, this Agreement shall be construed, to the greatest extent possible, or modified, to the extent allowable by law, in a manner which shall render it valid and enforceable. No invalidity or unenforceability of any provision contained herein shall affect any other portion of this Agreement.

10. Notices. Notices shall be deemed given: (i) upon delivery if delivered personally; (ii) one business day after deposit with a nationally recognized overnight courier; (iii) four business days after mailing by certified or registered mail, return receipt requested; or (iv) upon confirmation of transmission if sent by email, provided that email notice shall not be effective if the sender receives an automated delivery failure notification.

If to the Company:

SINTX Technologies
Attn: Legal Notices
1885 West 2100 South
Salt Lake City, UT 84119
Email: Legalnotices@sintx.com

If to the Executive:

To the Executive's last-known home address and email address as set forth in the Company's personnel records

11. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, correspondence, understandings, and agreements between the parties with respect to such subject matter; provided, however, that this Agreement shall not supersede or limit any rights Executive or Company may have under any equity award agreement, indemnification agreement, confidentiality, non-disclosure, non-solicitation, intellectual property, employee benefit plan, or other written agreement that expressly provides for rights that are not duplicative of the Change-in-Control Severance Payments.

12. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Executive.

13. Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

14. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Executive and Executive's heirs, executors, administrators, and legal representatives, and the Company and its successors and assigns. The Company may assign this Agreement to any successor to all or substantially all of the business or assets of the Company, whether by merger, consolidation, sale of equity interests, sale of assets, or otherwise, provided that such successor assumes the Company's obligations under this Agreement by operation of law or by written agreement. Executive may not assign Executive's rights or obligations under this Agreement, other than by will or the laws of descent and distribution. Any attempted assignment by Executive in violation of this Section shall be null and void.

15. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of Utah, without giving effect to any choice-of-law or conflict-of-law rule that would cause the laws of any jurisdiction other than Utah to apply.

16. Forum. Each party irrevocably submits to the exclusive jurisdiction of the federal courts, or state courts if federal jurisdiction is lacking, located in Salt Lake County, Utah, for any action or proceeding arising out of or relating to this Agreement. Each party irrevocably waives any objection to venue in such courts and any claim that such courts constitute an inconvenient forum.

17. No Mitigation; No Offset. Executive shall not be required to seek other employment or otherwise mitigate the Company's obligations under this Agreement. Except for any preexisting debts then due and payable to the Company in accordance with their terms, there shall be no offset against amounts or benefits due to Executive under this Agreement on account of any claim the Company may have against Executive or any compensation or benefits earned or received by Executive after termination.

18. No Waiver of Rights, Powers and Remedies. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

19. Withholding. The Company may withhold from any payment or benefit under this Agreement all federal, state, local, and other taxes and withholdings required by applicable law.

20. Tax Consequences. The Company does not guarantee the tax treatment or tax consequences of any payment or benefit provided under this Agreement. Executive is solely responsible for all taxes, interest, and penalties imposed on Executive with respect to any such payment or benefit, except for any withholding obligation imposed on the Company by applicable law.

21. Acknowledgment. Executive acknowledges that Executive has consulted with, or has had the opportunity to consult with, independent counsel of Executive's choosing concerning this Agreement; has read and understands this Agreement; is fully aware of its legal effect; and enters into this Agreement freely and voluntarily.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by PDF, DocuSign, or other electronic means shall be effective for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COMPANY:

SINTX TECHNOLOGIES, INC.

By: _____

Name: Eric Olson

Title: President and CEO

EXECUTIVE:

By: _____

Name: Kevin Trask

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Eric Olson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of SINTX Technologies, 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 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 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: August 11, 2026

By: /s/ Eric Olson

Eric Olson
Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Kevin Trask, certify that:

1. I have reviewed this quarterly report on Form 10-Q of SINTX Technologies, 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 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 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: August 11, 2026

By: /s/ Kevin Trask

Kevin Trask
Chief Financial Officer
(Principal Financial Officer)

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER UNDER SECTION 906

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of SINTX Technologies, Inc., a Delaware corporation (the “Company”), does hereby certify, to such officer’s knowledge, that:

The quarterly report for the quarter ended June 30, 2026 (the “Form 10-Q”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 11, 2026

By: /s/ Eric Olson

Eric Olson
Chief Executive Officer
(Principal Executive Officer)

This certification is being furnished as an exhibit to the Form 10-Q pursuant to Item 601(b)(32) of Regulation S-K and Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. This certification shall not be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent expressly incorporated by reference.

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER UNDER SECTION 906

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of SINTX Technologies, Inc., a Delaware corporation (the “Company”), does hereby certify, to such officer’s knowledge, that:

The quarterly report for the quarter ended June 30, 2026 (the “Form 10-Q”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 11, 2026

By: */s/ Kevin Trask*

Kevin Trask
Chief Financial Officer
(Principal Financial Officer)

This certification is being furnished as an exhibit to the Form 10-Q pursuant to Item 601(b)(32) of Regulation S-K and Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. This certification shall not be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent expressly incorporated by reference.
