EFiled: Nov 19 2026 02:50PM EST
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Case No. 2026-1478-BWD

EXHIBIT A

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

From: Brett Moyer <bmoyer@dvlt.ai>
Sent: Friday, October 30, 2026 4:00 PM
To: Nathaniel Bradley (Vault.email); Dr. Jeffrey Gilbert; Kimberly Briskey; David Howitt; Sriram Peruvemba; Brett Moyer; chrishardt1@gmail.com; Jeffrey Tirman; hkristensen@hansonggroup.com
Cc: Stanley Mbugua; 'Carnevale, Phillip'; David E. Danovitch; Joseph E. Segilia
Subject: Special Board Meeting Notice: Sunday 5 pm EST
Attachments: Datavault - Notice of Special Meeting dated October 30, 2026 (4920-1737-4941.1).pdf

Please read the attached notice. I will put on the calendar later today.

Thanks,

Brett

Brett Moyer
CFO
bmoyer@dvlt.ai
Datavault AI Inc. (Nasdaq:DVLT)
New Headquarters:
One Commerce Square
2005 Market Street, Suite 2400
Philadelphia, PA 19103

+14087613880

DATAVAULT AI INC.

NOTICE OF SPECIAL MEETING
(the "Special Meeting")

OF

THE BOARD OF DIRECTORS

Date of Notice: October 30, 2026

The Board of Directors (the "Board") of Datavault AI Inc. ("Datavault") will hold a Special Meeting as follows:

Date of Meeting: November 1, 2026

Time of Meeting: 5 p.m. (EST – New York Time)

Place of Meeting: Videoconference by Zoom with the following details, with invite electronically transmitted simultaneously with or immediately following this Notice:

Link: https://sullivanlaw.zoom.us/j/92170296274?pwd=Bl9x4HIscTpefH7NqSbfb74TKZWM4D.1
Meeting ID: 921 7029 6274
Passcode: 310047

Purpose of Special Meeting: To consider the adoption of resolutions to remove Nathaniel Bradley ("Bradley") from his Chief Executive Officer ("CEO") and employee positions with Datavault.

The Special Meeting is called by the Chairman of the Board of Directors of Datavault in accordance with Article III, Section 7, and Article IV, Section 4, of the By-Laws of Datavault (f/k/a Summit Semiconductor, Inc.).

Agenda: At the Special Meeting, the Directors will discuss whether the immediate removal of Bradley as CEO and employee of Datavault is in the best interests of Datavault and its stockholders due to mismanagement, performance issues and other conduct and considerations. At this time, the Directors are not contemplating that any potential termination would be designated as one for "Cause", but the investigation is continuing, and the Board reserves any and all rights, and any potential termination is without prejudice to the Board or Datavault pursuing any claims, rights damages and/or remedies in the future. The Directors will also deliberate on what additional actions Datavault may deem appropriate in this matter.

By order of Brett Moyer, Chairman of the Board of Directors

EXHIBIT B

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

From: Nathaniel Bradley, CEO Datavault ai <nate@vault.email>
Sent: Friday, October 30, 2026 4:34 PM
To: Jacob S. Frenkel
Subject: Fw: Special Board Meeting Notice: Sunday 5 pm EST
Attachments: Datavault - Notice of Special Meeting dated October 30, 2026 (4920-1737-4941.1).pdf

Nathaniel Bradley
CEO
Datavault AI Inc. | (NASDAQ: **DVLT**)
NatPhone: U.S. **520.631.9595**
nate@vault.email. | web; **dvlt.ai**
New Headquarters:
One Commerce Square
2005 Market Street, Suite 2400
Philadelphia, PA 19103

Sent from Proton Mail for iOS.

-------- Original Message --------
On Friday, 10/30/26 at 16:00 Brett Moyer <bmoyer@dvlt.ai> wrote:

> Please read the attached notice. I will put on the calendar later today.
>
> Thanks,
>
> Brett
>
> Brett Moyer
> CFO
> bmoyer@dvlt.ai
> Datavault AI Inc. (Nasdaq:DVLT)
> ***New Headquarters***:
> One Commerce Square
> 2005 Market Street, Suite 2400
> Philadelphia, PA 19103
>
> +14087613880

DATAVAULT AI INC.

NOTICE OF SPECIAL MEETING
(the "Special Meeting")

OF

THE BOARD OF DIRECTORS

Date of Notice: October 30, 2026

The Board of Directors (the "Board") of Datavault AI Inc. ("Datavault") will hold a Special Meeting as follows:

Date of Meeting: November 1, 2026

Time of Meeting: 5 p.m. (EST – New York Time)

Place of Meeting: Videoconference by Zoom with the following details, with invite electronically transmitted simultaneously with or immediately following this Notice:

Link: https://sullivanlaw.zoom.us/j/92170296274?pwd=Bj9x4HlsaTpefH7NgSbfb74TKZWM4D.1
Meeting ID: 921 7029 6274
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The Special Meeting is called by the Chairman of the Board of Directors of Datavault in accordance with Article III, Section 7, and Article IV, Section 4, of the By-Laws of Datavault (f/k/a Summit Semiconductor, Inc.).

Agenda: At the Special Meeting, the Directors will discuss whether the immediate removal of Bradley as CEO and employee of Datavault is in the best interests of Datavault and its stockholders due to mismanagement, performance issues and other conduct and considerations. At this time, the Directors are not contemplating that any potential termination would be designated as one for "Cause", but the investigation is continuing, and the Board reserves any and all rights, and any potential termination is without prejudice to the Board or Datavault pursuing any claims, rights damages and/or remedies in the future. The Directors will also deliberate on what additional actions Datavault may deem appropriate in this matter.

By order of Brett Moyer, Chairman of the Board of Directors

EXHIBIT C

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

MINUTES

OF

SPECIAL MEETING

OF THE

BOARD OF DIRECTORS

OF

DATAVAULT AI INC.

Date:	5:00 p.m. (EST - NY Time), November 1, 2026
Place:	Zoom Videoconference
Meeting ID:	921 7029 6274

Datavault AI Inc., ("Datavault" or the "Company") a corporation existing under the laws of the State of Delaware, held a special meeting (the "Meeting") of the Company's board of directors (the "Board") on November 1, 2026, at 5:00 P.M., Eastern Time.

The following members of the Board were present at the Meeting via Zoom: Nathaniel Bradley, Kimberly Briskey, Dr. Jeffrey M. Gilbert, Christopher Hardt, David Howitt, Helge Kristensen, Brett Moyer, Sriram Peruvemba, and Jeffrey Tirman. Also present at the Meeting were Jacob S. Frenkel of Dickinson Wright PLLC, counsel to Nathaniel Bradley, who attended in an observer capacity and to consult with Mr. Bradley, on the terms set forth in Sullivan & Worcester LLP's email to Mr. Frenkel dated November 1, 2026, and David Danovitch, Joseph Segilia and Phillip Carnevale of Sullivan & Worcester LLP, corporate counsel to Datavault. Mr. Frenkel's attendance was without prejudice to or waiver of any of the Company's rights, including with respect to any potential conflict of interest arising from his firm's prior representation of the Company. All participants participated by Zoom videoconference with the ability to see and be seen and hear and be heard by all other participants.

Brett Moyer, Chairman of the Board presided over the Meeting of the Board. He called the Meeting to order at approximately 5:04 P.M. and requested that Mr. Danovitch and the Sullivan attorneys keep the Minutes of the Meeting.

Mr. Moyer confirmed the presence of a quorum for the transaction of business. He ordered that the written Notice of Special Meeting dated October 30, 2026 (the "Notice") be filed with the Minutes of the Meeting. The Notice, which is attached to these Minutes as Exhibit 1, was delivered by electronic mail on October 30, 2026 at approximately 4:00 p.m. (New York time), more than 48 hours before the Meeting, as required by Section 3.7 of the Company's Bylaws.

REMOVAL OF CHIEF EXECUTIVE OFFICER AND PRESIDENT

Mr. Moyer referred to the purpose of the Meeting, as set forth in the Notice, to consider whether to remove Nathaniel Bradley from his officer and employee positions with the Company. Mr. Moyer invited comments from the directors and provided Mr. Bradley a full opportunity to address the Board and respond to the matters under consideration.

Mr. Bradley objected to the timing and validity of the Meeting and to the sufficiency of the Notice. Mr. Bradley alleged that he was not given proper notice of the Meeting because his work email had been suspended after notice had been delivered. During the ensuing discussion, the directors noted that the Notice had been transmitted to Mr. Bradley at three different email addresses: (1) his Company email address, (2) his nate@theDQB.com email address, and (3) his nate@vault.email address. The Notice was also delivered to Mr. Bradley via WhatsApp on October 31, 2026, after it had been delivered to his three email addresses. Mr. Bradley stated that he saw the Notice shortly after it was sent to his Company email account, while he still had access to that account, and that he forwarded the Notice to his attorney before the Company terminated his access to its systems. Mr. Bradley further acknowledged that his attorney received the Notice before his access was terminated. Mr. Bradley did not deny receiving notice at the alternative email addresses listed above, or via WhatsApp (which remains under his sole dominion and control). Mr. Bradley and Mr. Frenkel were permitted to attend the Meeting. Notwithstanding his objections, Mr. Bradley remained present for the entirety of the Meeting, actively participated in the Meeting, stated his objections, asked questions, attempted to respond to the directors' concerns, presented his arguments in support of his continuing to serve as Chief Executive Officer of the Company, requested that the foregoing matters be recorded in the Minutes, and voted on the resolutions presented to the Board.

The directors discussed their concerns regarding the Company's financial condition, stock price performance, capital-raising efforts and Mr. Bradley's management of the Company, particularly his management of the relationship with Scilex Holding Company ("Scilex") and its officers. Mr. Bradley was given the opportunity to address those concerns, including the decline in the Company's stock price, the status and timing of amounts and investments of capital that have purportedly been promised by Henry Ji and Scilex, and the basis for a potential funding source referenced during the Meeting. With regard to a potential funding source, the directors asked whether an investor had been identified, whether proof of funds was available and what terms had been proposed. Mr. Bradley did not directly respond to such questions and instead argued that the challenges facing the Company were the result of the impact of short sellers and Wolfpack Research, a firm known as an activist short-selling and financial research firm. He also stressed the strength of the Company's patent portfolio. No term sheet or proof of funds was presented during the Meeting.

The directors and Mr. Bradley next discussed the suspension of his access to Company systems and related operational matters.

Following further discussion, each director other than Mr. Bradley expressed support for removing Mr. Bradley as Chief Executive Officer and President. The directors stated that the proposed action reflected the collective judgment of the Board and was being taken in the best interests of the Company and its stockholders. Mr. Bradley was afforded further opportunity to respond and objected to the proposed removal. Mr. Bradley stated that if this action was consummated by the Board that he would resign as a director of the Company. As of the date of these Minutes, Mr. Bradley has not delivered a written resignation pursuant to Section 3.4 of the Company's Bylaws.

Following discussion and deliberation, upon motion duly made and seconded, Mr. Moyer presented the following resolutions for approval:

RESOLVED, that, pursuant to Section 5.4 of the Company's Bylaws and Section 142(b) of the Delaware General Corporation Law, the Board hereby removes Nathaniel Bradley from his

positions as Chief Executive Officer and President of the Company and from any other officer position he may hold with the Company, and his employment with the Company is hereby terminated, in each case effective immediately; and

FURTHER RESOLVED, that the Board has determined that the foregoing actions are advisable and in the best interests of the Company and its stockholders; and

FURTHER RESOLVED, that the foregoing actions are taken without prejudice to any and all of the Company's rights, claims, damages and remedies, all of which are reserved, including but not limited to the right to determine that facts constituting "Cause" existed; and

FURTHER RESOLVED, that each of the remaining officers of the Company be, and each hereby is, authorized and directed, in the name and on behalf of the Company, to take such further action as such officer may deem necessary or appropriate to carry out the foregoing resolutions.

VOTE

The resolutions were adopted by the following 8-1 vote:

Nathaniel Bradley	No
Kimberly Briskey	Yes
Dr. Jeffrey M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

Mr. Bradley continues to serve as a member of the Board.

The Board next decided to hold a follow up special meeting on Tuesday, November 3, 2026, at 6:00 P.M. Eastern Time to be held by Zoom videoconference. Notice of that meeting, including the time (November 3, 2026 at 6 pm) and Place (Zoom videoconference), was then announced during the Meeting to all directors then present, including Mr. Bradley, more than 48 hours in advance of such meeting. The Board directed that remote-access information including the Zoom link subsequently be transmitted to each director in advance of that follow up special meeting.

There being no further business to come before the Board, upon a motion duly made and seconded, the Meeting was adjourned at approximately 5:56 P.M.

Docusign Envelope ID: FAAA91F9-5A8F-8BC3-81BE-A562CF00A6DF

Respectfully submitted:

Sullivan & Worcester LLC

As Secretary to the Meeting

By: DocuSigned by: David Danovitch A8FE2241E6724BE...

David E. Danovitch

Its: Partner

EXHIBIT 1

NOTICE OF SPECIAL MEETING

(see attached)

DATAVAULT AI INC.

NOTICE OF SPECIAL MEETING
(the "Special Meeting")

OF

THE BOARD OF DIRECTORS

Date of Notice: October 30, 2026

The Board of Directors (the "Board") of Datavault AI Inc. ("Datavault") will hold a Special Meeting as follows:

Date of Meeting: November 1, 2026

Time of Meeting: 5 p.m. (EST – New York Time)

Place of Meeting: Videoconference by Zoom with the following details, with invite electronically transmitted simultaneously with or immediately following this Notice:

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Meeting ID: 921 7029 6274
Passcode: 310047

Purpose of Special Meeting: To consider the adoption of resolutions to remove Nathaniel Bradley ("Bradley") from his Chief Executive Officer ("CEO") and employee positions with Datavault.

The Special Meeting is called by the Chairman of the Board of Directors of Datavault in accordance with Article III, Section 7, and Article IV, Section 4, of the By-Laws of Datavault (f/k/a Summit Semiconductor, Inc.).

Agenda: At the Special Meeting, the Directors will discuss whether the immediate removal of Bradley as CEO and employee of Datavault is in the best interests of Datavault and its stockholders due to mismanagement, performance issues and other conduct and considerations. At this time, the Directors are not contemplating that any potential termination would be designated as one for "Cause", but the investigation is continuing, and the Board reserves any and all rights, and any potential termination is without prejudice to the Board or Datavault pursuing any claims, rights damages and/or remedies in the future. The Directors will also deliberate on what additional actions Datavault may deem appropriate in this matter.

By order of Brett Moyer, Chairman of the Board of Directors

EXHIBIT D

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

EX-3.2(I) 5 tv497562_ex3-2i.htm EXHIBIT 3.2(I)

Exhibit 3.2(i)

BYLAWS

OF

SUMMIT SEMICONDUCTOR, INC.

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BYLAWS

OF

SUMMIT SEMICONDUCTOR, INC.

ARTICLE I

CORPORATE OFFICES

1.1 **Registered Office.**

The registered office of the corporation shall be in the City of Wilmington, County of New Castle, State of Delaware. The name of the registered agent of the corporation at such location is The Company Corporation.

1.2 **Other Offices.**

The Board of Directors may at any time establish other offices at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF STOCKHOLDERS

2.1 **Place of Meetings.**

Meetings of stockholders shall be held at any place, within or outside the State of Delaware, designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the registered office of the corporation.

2.2 **Annual Meeting.**

The annual meeting of stockholders shall be held on such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors each year. At the meeting, directors shall be elected and any other proper business may be transacted.

2.3 **Special Meeting.**

A special meeting of the stockholders may be called at any time by the Board of Directors, the chairman of the board, the president or by one or more stockholders holding shares in the aggregate entitled to cast not less than ten percent of the votes at that meeting.

If a special meeting is called by any person or persons other than the Board of Directors, the president or the chairman of the board, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president, or the secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The officer receiving the request shall cause notice to be promptly given to the stockholders entitled to vote, in accordance with the provisions of Sections 2.4 and 2.5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after the receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 2.3 shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

2.4 **Notice of Stockholders' Meetings.**

All notices of meetings with stockholders shall be in writing and shall be sent or otherwise given in accordance with Section 2.5 of these Bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place (if any), date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called.

2.5 **Manner Of Giving Notice; Affidavit Of Notice.**

Written Notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic mail or other electronic transmission, in the manner provided in Section 232 of the Delaware General Corporation Law. An affidavit of the secretary or an assistant secretary or of the transfer agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therei6.

2.6 **Quorum.**

The holders of a majority of the shares of stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (a) the chairman of the meeting or (b) holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, shall have power to adjourn the meeting to another place (if any), date or time.

2.7 **Adjourned Meeting; Notice.**

When a meeting is adjourned to another place (if any), date or time, unless these Bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place (if any), thereof and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present and vote at such adjourned meeting, are announced at the meeting at which the adjournment is take6. At the adjourned meeting the corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or a new record date is affixed for the adjourned meeting, Notice of the place (if any), date and time of the adjourned meeting and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.8 **Organization; Conduct of Business.**

(a) Such person as the Board of Directors may have designated or, in the absence of such a person, the President of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the stockholders and act as Chairman of the meeting. In the absence of the Secretary of the Corporation, the Secretary of the meeting shall be such person as the Chairman of the meeting appoints.

(b) The Chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including the manner of voting and the conduct of business. The date and time of opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

2.9 **Voting.**

The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of Section 2.12 of these Bylaws, subject to the provisions of Sections 217 and 218 of the General Corporation Law of Delaware (relating to voting rights of fiduciaries, pledgors and joint owners of stock and to voting trusts and other voting agreements).

Except as may be otherwise provided in the certificate of incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

2.10 **Waiver of Notice.**

Whenever notice is required to be given under any provision of the General Corporation Law of Delaware or of the certificate of incorporation or these Bylaws, a written waiver thereof, signed by the person entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a Waiver of Notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written Waiver of notice unless so required by the certificate of incorporation or these Bylaws.

2.11 **Stockholder Action By Written Consent Without A Meeting.**

Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, is (i) signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and (ii) delivered to the Corporation in accordance with Section 228(a) of the Delaware General Corporation Law.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date the earliest dated consent is delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in this Section. A telegram, cablegram, electronic mail or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for purposes of this Section to the extent permitted by law. Any such consent shall be delivered in accordance with Section 228(d)(l) of the Delaware General Corporation Law.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Prompt Notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing (including by electronic mail or other electronic transmission as permitted by law). If the action which is consented to is such as would have required the filing of a certificate under any section of the General Corporation Law of Delaware if such action had been voted on by stockholders at a meeting thereof, then the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written notice and written consent have been given as provided in Section 228 of the General Corporation Law of Delaware.

2.12 **Record Date For Stockholder Notice; Voting; Giving Consents.**

In order that the corporation may determine the stockholders entitled to Notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not so fix a record date:

(a) The record date for determining stockholders entitled to Notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent (including consent by electronic mail or other electronic transmission as permitted by law) is delivered to the corporation.

(c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to Notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, if such adjournment is for thirty (30) days or less; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.13 **Proxies.**

Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by an instrument in writing or by an electronic transmission permitted by law filed with the secretary of the corporation, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be deemed signed if the stockholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the stockholder or the stockholder's attorney-in-fact. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212(e) of the General Corporation Law of Delaware.

ARTICLE III

DIRECTORS

3.1 **Powers.**

Subject to the provisions of the General Corporation Law of Delaware and any limitations in the certificate of incorporation or these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

3.2 **Number of Directors.**

Upon the adoption of these bylaws, the minimum number of directors constituting the entire Board of Directors shall be three (3). Thereafter, this number may be changed by a resolution of the Board of Directors or of the stockholders, subject to Section 3.4 of these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires.

3.3 **Election, Qualification and Term Of Office Of Directors.**

Except as provided in Section 3.4 of these Bylaws, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting. Directors need not be stockholders unless so required by the certificate of incorporation or these Bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Elections of directors need not be by written ballot.

3.4 **Resignation and Vacancies.**

Any director may resign at any time upon written notice to the attention of the Secretary of the corporation. When one or more directors so resigns and the resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Unless otherwise provided in the certificate of incorporation or these Bylaws:

(a) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(b) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these Bylaws, or may apply to the Court of Chancery for a decree summarily ordering an election as provided in Section 211 of the General Corporation Law of Delaware.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole board (as constituted immediately prior to any such increase), then the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten (10) percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 211 of the General Corporation Law of Delaware as far as applicable.

3.5 **Place of Meetings; Meetings By Telephone.**

The Board of Directors of the corporation may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.6 **Regular Meetings.**

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

3.7 **Special Meetings; Notice.**

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the chairman of the board, the president, any vice president, the secretary or any two directors.

Notice of the time and Place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting. If the notice is delivered personally by facsimile, by electronic transmission, by telephone or by telegram, it shall be delivered at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose or the Place of the meeting, if the meeting is to be held at the principal executive office of the corporation. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

3.8 **Quorum.**

At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum is not present at any meeting of the Board of Directors, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.9 **Waiver of Notice.**

Whenever notice is required to be given under any provision of the General Corporation Law of Delaware or of the certificate of incorporation or these Bylaws, a written waiver thereof, signed by the person entitled to notice, or waiver by electronic mail or other electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a Waiver of Notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the directors, or members of a committee of directors, need be specified in any written Waiver of notice unless so required by the certificate of incorporation or these Bylaws.

3.10 **Board Action By Written Consent Without A Meeting.**

Unless otherwise restricted by the certificate of incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

3.11 **Fees And Compensation Of Directors.**

Unless otherwise restricted by the certificate of incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. No such compensation shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

3.12 **Approval Of Loans To Officers.**

Subject to applicable law or rules of any exchange on which the corporation's stock may be traded, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiary, including any officer or employee who is a director of the corporation or its subsidiary, whenever, in the judgment of the directors, such loan, guaranty or assistance may reasonably be expected to benefit the corporation. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in this section contained shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

3.13 **Removal Of Directors.**

Unless otherwise restricted by statute, by the certificate of incorporation or by these Bylaws, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors; provided, however, that if the stockholders of the corporation are entitled to cumulative voting, if less than the entire Board of Directors is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

3.14 **Chairman Of The Board Of Directors.**

The corporation may also have, at the discretion of the Board of Directors, a chairman of the Board of Directors who shall not be considered an officer of the corporation, unless such chairman has an additional officer position.

ARTICLE IV

COMMITTEES

4.1 **Committees Of Directors.**

The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate 1 or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the Place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, or in these Bylaws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporate Law of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing any Bylaw of the corporation.

4.2 **Committee Minutes.**

Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

4.3 **Meetings And Action Of Committees.**

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Section 3.5 (Place of meetings and meetings by telephone), Section 3.6 (regular meetings), Section 3.7 (special meetings and notice), Section 3.8 (quorum), Section 3.9 (Waiver of notice), and Section 3.10 (action without a meeting) of these Bylaws, with such changes in the context of such provisions as are necessary to substitute the committee and its members for the Board of Directors and its members; provided, however, that the time of regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee, that special meetings of committees may also be called by resolution of the Board of Directors and that Notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE V

OFFICERS

5.1 **Officers.**

The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the Board of Directors, a chief executive officer, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and any such other officers as may be appointed in accordance with the provisions of Section 5.3 of these Bylaws. Any number of offices may be held by the same perso6.

5.2 **Appointment Of Officers.**

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 or 5.5 of these Bylaws, shall be appointed by the Board of Directors, subject to the rights, if any, of an officer under any contract of employment.

5.3 **Subordinate Officers.**

The Board of Directors may appoint, or empower the chief executive officer or the president to appoint, such other officers and agents as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

5.4 **Removal And Resignation Of Officers.**

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board of Directors at any regular or special meeting of the board or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom the power of removal is conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

5.5 **Vacancies In Offices.**

Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

5.6 **Chief Executive Officer.**

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board, if any, the chief executive officer of the corporation (if such an officer is appointed) shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the corporation. He or she shall preside at all meetings of the stockholders and, in the absence or nonexistence of a chairman of the board, at all meetings of the Board of Directors

and shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or these bylaws.

5.7 **President.**

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board (if any) or the chief executive officer, the president shall have general supervision, direction, and control of the business and other officers of the corporation. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation and such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.8 **Vice Presidents.**

In the absence or disability of the chief executive officer and president, the vice presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, a vice president designated by the Board of Directors, shall perform all the duties of the president and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these Bylaws, the president or the chairman of the board.

5.9 **Secretary.**

The secretary shall keep or cause to be kept, at the principal executive office of the corporation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, and stockholders. The minutes shall show the time and Place of each meeting, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office of the corporation or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates evidencing such shares, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, Notice of all meetings of the stockholders and of the Board of Directors required to be given by law or by these Bylaws. He or she shall keep the seal of the corporation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

5.10 **Chief Financial Officer.**

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the president, the chief executive officer, or the directors, upon request, an account of all his or her transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the bylaws.

5.11 **Representation Of Shares Of Other Corporations.**

The chairman of the board, the chief executive officer, the president, any vice president, the chief financial officer, the secretary or assistant secretary of this corporation, or any other person authorized by the Board of Directors or the chief executive officer or the president or a vice president, is authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by the person having such authority.

5.12 **Authority And Duties Of Officers.**

In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the corporation as may be designated from time to time by the Board of Directors or the stockholders.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 6.1. Right to Indemnification. Except to the extent that the Delaware General Corporation Law prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such perso6. The corporation shall be required to indemnify a person in connection with a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

Section 6.2. Actions, Suits and Proceedings Other than by or in the Right of the Corporation. The corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that he is or was, or has agreed to become, a director or officer of the corporation, or is or was serving, or has agreed to serve, at the request of the corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding anything to the contrary in this Article, except as set forth in Section 6.8 below, the corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by the Indemnitee unless the initiation thereof was approved by the Board of Directors of the corporation. Notwithstanding anything to the contrary in this Article, the corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund such indemnification payments to the corporation to the extent of such insurance reimbursement.

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Section 6.3. Actions or Suits by or in the Right of the Corporation. The corporation shall indemnify any Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was, or has agreed to become, a director or officer of the corporation, or is or was serving, or has agreed to serve, at the request of the corporation, as a director, officer or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of Delaware shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which the Court of Chancery of Delaware shall deem proper.

Section 6.4. Indemnification for Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 6.2 and 6.3 of this Article, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, he shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to the Indemnitee, (ii) an adjudication that the Indemnitee was liable to the corporation, (iii) a plea of guilty or nolo contendere by the Indemnitee, (iv) an adjudication that the Indemnitee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and (v) with respect to any criminal proceeding, an adjudication that the Indemnitee had reasonable cause to believe his conduct was unlawful, the Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

Section 6.5. Notification and Defense of Claim. As a condition precedent to his right to be indemnified, the Indemnitee must notify the corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the corporation is so notified, the corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee. After notice from the corporation to the Indemnitee of its election so to assume such defense, the corporation shall not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with such claim, other than as provided below in this Section 6.5. The Indemnitee shall have the right to employ his own counsel in connection with such claim, but the fees and expenses of such counsel incurred after notice from the corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the corporation, (ii) counsel to the Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the corporation and the Indemnitee in the conduct of the defense of such action or (iii) the corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be at the expense of the corporation, except as otherwise expressly provided by this Article. The corporation shall not be entitled, without the consent of the Indemnitee, to assume the defense of any claim brought by or in the right of the corporation or as to which counsel for the Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above.

Section 6.6. Advance of Expenses. Subject to the provisions of Section 6.7 below, in the event that the corporation does not assume the defense pursuant to Section 6.5 of this Article of any action, suit, proceeding or investigation of which the corporation receives notice under this Article, any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom shall be paid by the corporation in advance of the final disposition of such matter; provided, however, that the payment of such expenses incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the corporation as authorized in this Article. Such undertaking shall be accepted without reference to the financial ability of the Indemnitee to make such repayment.

Section 6.7. Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to Section 6.2, 6.3, 6.4, or 6.6 of this Article, the Indemnitee shall submit to the corporation a written request, including in such request such documentation and information as is reasonably available to the Indemnitee and is reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification or advancement of expenses. Any such indemnification or advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the corporation of the written request of the Indemnitee, unless with respect to requests under Section 6.2, 6.3, or 6.6 the corporation determines within such 60-day period that the Indemnitee did not meet the applicable standard of conduct set forth in Section 6.2 or 6.3, as the case may be. Such determination shall be made in each instance by (a) a majority vote of the directors of the corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (c) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the corporation), or (d) a court of competent jurisdiction.

Section 6.8. Remedies. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnitee in any court of competent jurisdiction if the corporation denies such request, in whole or in part, or if no disposition thereof is made within the 60-day period referred to above in Section 6.7. Unless otherwise required by law, the burden of proving that the Indemnitee is not entitled to indemnification or advancement of expenses under this Article shall be on the corporation. Neither the failure of the corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the corporation pursuant to Section 6.7 that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct. The Indemnitee's expenses (including attorneys' fees) incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the corporation.

Section 6.9. Subsequent Amendment. No amendment, termination or repeal of this Article or of the relevant provisions of the Delaware General Corporation Law or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

Section 6.10. Other Rights. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in any other capacity while holding office for the corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of the Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the corporation or other persons serving the corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

Section 6.11. Partial Indemnification. If an Indemnitee is entitled under any provision of this Article to indemnification by the corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the corporation shall nevertheless indemnify the Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which the Indemnitee is entitled. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or nonprofit enterprise.

Section 6.12. Insurance. The corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 6.13. Merger or Consolidation. If the corporation is merged into or consolidated with another corporation and the corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the corporation under this Article with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

Section 6.14. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 6.15. Definitions. Terms used herein and defined in Section 145(h) and Section 145(i) of the Delaware General Corporation Law shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

Section 6.16. Subsequent Legislation. If the Delaware General Corporation Law is amended after adoption of this Article to expand further the indemnification permitted to Indemnitees, then the corporation shall indemnify such persons to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

ARTICLE VII

RECORDS AND REPORTS

7.1 **Maintenance And Inspection Of Records.**

The corporation shall, either at its principal executive offices or at such place or places as designated by the Board of Directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these Bylaws as amended to date, accounting books, and other records.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in Delaware or at its principal Place of business.

A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in each such stockholder's name, shall be open to the examination of any such stockholder for a period of at least ten (10) days prior to the meeting in the manner provided by law. The stock list shall also be open to the examination of any stockholder during the whole time of the meeting as provided by law. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

7.2 **Inspection By Directors.**

Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director. The Court of Chancery is hereby vested with the exclusive jurisdiction to determine whether a director is entitled to the inspection sought. The Court may summarily order the corporation to permit the director to inspect any and all books and records, the stock ledger, and the stock list and to make copies or extracts therefrom. The Court may, in its discretion, prescribe any limitations or conditions with reference to the inspection, or award such other and further relief as the Court may deem just and proper.

ARTICLE VIII

GENERAL MATTERS

8.1 **Checks.**

From time to time, the Board of Directors shall determine by resolution which person or persons may sign or endorse all checks, drafts, other orders for payment of money, notes or other evidences of indebtedness that are issued in the name of or payable to the corporation, and only the persons so authorized shall sign or endorse those instruments.

8.2 **Execution Of Corporate Contracts And Instruments.**

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

8.3 **Stock Certificates; Partly Paid Shares.**

The shares of a corporation shall be represented by certificates, provided that the Board of Directors of the corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the corporation by the chairman or vice-chairman of the Board of Directors, or the president or vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of such corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereo6.

8.4 **Special Designation On Certificates.**

If the corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the corporation shall issue to represent such class or series of stock; provided, however, that, except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the corporation shall issue to represent such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

8.5 **Lost Certificates.**

Except as provided in this Section 8.5, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the corporation and cancelled at the same time. The corporation may issue a new certificate of stock or uncertificated shares in the Place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or the owner's legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

8.6 **Construction; Definitions.**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Delaware General Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural perso6.

8.7 **Dividends.**

The directors of the corporation, subject to any restrictions contained in (a) the General Corporation Law of Delaware or (b) the certificate of incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the corporation's capital stock.

The directors of the corporation may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the corporation, and meeting contingencies.

8.8 **Fiscal Year.**

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors and may be changed by the Board of Directors.

8.9 **Seal.**

The corporation may adopt a corporate seal, which may be altered at pleasure, and may use the same by causing it or a facsimile thereof, to be impressed or affixed or in any other manner reproduced.

8.10 **Transfer Of Stock.**

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction in its books.

8.11 **Stock Transfer Agreements.**

The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the General Corporation Law of Delaware.

8.12 **Registered Stockholders.**

The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

8.13 **Facsimile Signature**

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

ARTICLE IX

AMENDMENTS

The Bylaws of the corporation may be adopted, amended or repealed by the stockholders entitled to vote; provided, however, that the corporation may, in its certificate of incorporation, confer the power to adopt, amend or repeal Bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal Bylaws.

EXHIBIT E

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

MINUTES

OF

SPECIAL MEETING

OF THE

BOARD OF DIRECTORS

OF

DATAVAULT AI INC.

Date and Time:	6:00 p.m. (EST - NY Time), November 3, 2026
Place:	Zoom Videoconference
Meeting ID:	962 1140 2746

Datavault AI Inc. ("Datavault" or the "Company"), a corporation existing under the laws of the State of Delaware, held a special meeting (the "Meeting") of the Company's board of directors (the "Board") on November 3, 2026, at 6:00 P.M., Eastern Time.

The following members of the Board were present at the Meeting via Zoom: Nathaniel Bradley, Dr. Jeffrey M. Gilbert, Christopher Hardt, David Howitt, Helge Kristensen, Kimberly Briskey, Brett Moyer and Sriram Peruvemba. Also present at the Meeting by invitation of the Board were Jacob S. Frenkel, counsel to Nathaniel Bradley, David E. Danovitch, Joseph E. Segilia, Phillip Carnevale and Casey Olschwang of Sullivan & Worcester LLP, corporate counsel to Datavault. All participants participated by Zoom videoconference with the ability to see and be seen and hear and be heard by all other participants.

Brett Moyer, Chairman of the Board, presided over the Meeting. He called the Meeting to order at approximately 6:01 P.M. and requested that Mr. Danovitch and the Sullivan attorneys keep the minutes of the Meeting.

Mr. Moyer confirmed the presence of a quorum for the transaction of business. The Board noted that, at the special meeting of the Board held on November 1, 2026, notice was given to each director, including Mr. Bradley, that a further special meeting of the Board would be held on November 3, 2026, at 6:00 P.M., Eastern Time, by Zoom videoconference, more than 48 hours in advance of the Meeting. The Board further noted that the remote-access information for the Meeting, including the Zoom link, was subsequently transmitted to each director in advance of the Meeting.

OBJECTION TO THE MEETING

At Mr. Moyer's invitation, Mr. Bradley stated his pre-recorded formal objection to the Meeting and requested that his objection be reflected in the minutes. Mr. Bradley asserted that the Meeting had not been lawfully called or convened, including because, in his view, the notice and

remote-access information did not satisfy the Company's Bylaws. He further asserted that his attendance did not constitute consent to the Meeting or a waiver of any notice or procedural objection, cited Section 229 of the Delaware General Corporation Law and equitable principles, and stated that he had not resigned as a director because he had not delivered a written resignation. The Board noted Mr. Bradley's objection.

Following his pre-recorded objection, Mr. Bradley addressed the Board regarding matters relating to the Company and his continued service as Chief Executive Officer. During Mr. Bradley's remarks, Ms. Briskey left the Meeting. Mr. Bradley continued his remarks until approximately 6:37 P.M.

RATIFICATION OF NOVEMBER 1, 2026 BOARD ACTION

Mr. Moyer reviewed with the Board the notice provided in connection with the special meeting of the Board held on November 1, 2026 and the action taken by the Board at such meeting with respect to the removal of Nathaniel Bradley from his positions as Chief Executive Officer and President of the Company and from any other officer position he may have held with the Company, and the termination of his employment with the Company. The minutes of the November 1, 2026 special meeting of the Board are attached to these minutes as Exhibit 1.

During the discussion, Mr. Tirman joined the Meeting at approximately 6:44 P.M. Ms. Briskey rejoined the Meeting at approximately 7:02 P.M.

Following discussion and deliberation, upon motion duly made by Christopher Hardt and seconded by Jeffrey Tirman, the Board agreed to proceed to a vote on the proposed ratification. The following resolution was then presented for approval:

> RESOLVED, that the Board hereby confirms, ratifies and approves the resolutions adopted by the Board on November 1, 2026, including the removal of Nathaniel Bradley from his positions as Chief Executive Officer and President of the Company and from any other officer position he may have held with the Company, and the termination of his employment with the Company, in each case effective as provided in such resolutions, and confirms, ratifies and approves all actions taken pursuant thereto;
>
> VOTE
>
> The resolution was adopted by the following 6-3 vote:

Nathaniel Bradley	No
Kimberly Briskey	Yes
Dr. Jeffrey M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	No
Helge Kristensen	Yes
Brett Moyer	No
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

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Following the vote, the Board continued to discuss matters relating to the Company. At approximately 7:23 P.M., the Meeting ceased to have a quorum, and no further action was taken by the Board.

Respectfully submitted:

Sullivan & Worcester LLP

As Secretary to the Meeting

By: DocuSigned by: David Danovitch A8FE2241E6724BE...

David E. Danovitch

Its: Partner

Exhibit 1

November 1, 2026 Board Meeting Minutes

(see attached)

MINUTES

OF

SPECIAL MEETING

OF THE

BOARD OF DIRECTORS

OF

DATAVAULT AI INC.

Date:	5:00 p.m. (EST - NY Time), November 1, 2026
Place:	Zoom Videoconference
Meeting ID:	921 7029 6274

Datavault AI Inc., ("Datavault" or the "Company") a corporation existing under the laws of the State of Delaware, held a special meeting (the "Meeting") of the Company's board of directors (the "Board") on November 1, 2026, at 5:00 P.M., Eastern Time.

The following members of the Board were present at the Meeting via Zoom: Nathaniel Bradley, Kimberly Briskey, Dr. Jeffrey M. Gilbert, Christopher Hardt, David Howitt, Helge Kristensen, Brett Moyer, Sriram Peruvemba, and Jeffrey Tirman. Also present at the Meeting were Jacob S. Frenkel of Dickinson Wright PLLC, counsel to Nathaniel Bradley, who attended in an observer capacity and to consult with Mr. Bradley, on the terms set forth in Sullivan & Worcester LLP's email to Mr. Frenkel dated November 1, 2026, and David Danovitch, Joseph Segilia and Phillip Carnevale of Sullivan & Worcester LLP, corporate counsel to Datavault. Mr. Frenkel's attendance was without prejudice to or waiver of any of the Company's rights, including with respect to any potential conflict of interest arising from his firm's prior representation of the Company. All participants participated by Zoom videoconference with the ability to see and be seen and hear and be heard by all other participants.

Brett Moyer, Chairman of the Board presided over the Meeting of the Board. He called the Meeting to order at approximately 5:04 P.M. and requested that Mr. Danovitch and the Sullivan attorneys keep the Minutes of the Meeting.

Mr. Moyer confirmed the presence of a quorum for the transaction of business. He ordered that the written Notice of Special Meeting dated October 30, 2026 (the "Notice") be filed with the Minutes of the Meeting. The Notice, which is attached to these Minutes as Exhibit 1, was delivered by electronic mail on October 30, 2026 at approximately 4:00 p.m. (New York time), more than 48 hours before the Meeting, as required by Section 3.7 of the Company's Bylaws.

REMOVAL OF CHIEF EXECUTIVE OFFICER AND PRESIDENT

Mr. Moyer referred to the purpose of the Meeting, as set forth in the Notice, to consider whether to remove Nathaniel Bradley from his officer and employee positions with the Company. Mr. Moyer invited comments from the directors and provided Mr. Bradley a full opportunity to address the Board and respond to the matters under consideration.

Mr. Bradley objected to the timing and validity of the Meeting and to the sufficiency of the Notice. Mr. Bradley alleged that he was not given proper notice of the Meeting because his work email had been suspended after notice had been delivered. During the ensuing discussion, the directors noted that the Notice had been transmitted to Mr. Bradley at three different email addresses: (1) his Company email address, (2) his nate@theDQB.com email address, and (3) his nate@vault.email address. The Notice was also delivered to Mr. Bradley via WhatsApp on October 31, 2026, after it had been delivered to his three email addresses. Mr. Bradley stated that he saw the Notice shortly after it was sent to his Company email account, while he still had access to that account, and that he forwarded the Notice to his attorney before the Company terminated his access to its systems. Mr. Bradley further acknowledged that his attorney received the Notice before his access was terminated. Mr. Bradley did not deny receiving notice at the alternative email addresses listed above, or via WhatsApp (which remains under his sole dominion and control). Mr. Bradley and Mr. Frenkel were permitted to attend the Meeting. Notwithstanding his objections, Mr. Bradley remained present for the entirety of the Meeting, actively participated in the Meeting, stated his objections, asked questions, attempted to respond to the directors' concerns, presented his arguments in support of his continuing to serve as Chief Executive Officer of the Company, requested that the foregoing matters be recorded in the Minutes, and voted on the resolutions presented to the Board.

The directors discussed their concerns regarding the Company's financial condition, stock price performance, capital-raising efforts and Mr. Bradley's management of the Company, particularly his management of the relationship with Scilex Holding Company ("Scilex") and its officers. Mr. Bradley was given the opportunity to address those concerns, including the decline in the Company's stock price, the status and timing of amounts and investments of capital that have purportedly been promised by Henry Ji and Scilex, and the basis for a potential funding source referenced during the Meeting. With regard to a potential funding source, the directors asked whether an investor had been identified, whether proof of funds was available and what terms had been proposed. Mr. Bradley did not directly respond to such questions and instead argued that the challenges facing the Company were the result of the impact of short sellers and Wolfpack Research, a firm known as an activist short-selling and financial research firm. He also stressed the strength of the Company's patent portfolio. No term sheet or proof of funds was presented during the Meeting.

The directors and Mr. Bradley next discussed the suspension of his access to Company systems and related operational matters.

Following further discussion, each director other than Mr. Bradley expressed support for removing Mr. Bradley as Chief Executive Officer and President. The directors stated that the proposed action reflected the collective judgment of the Board and was being taken in the best interests of the Company and its stockholders. Mr. Bradley was afforded further opportunity to respond and objected to the proposed removal. Mr. Bradley stated that if this action was consummated by the Board that he would resign as a director of the Company. As of the date of these Minutes, Mr. Bradley has not delivered a written resignation pursuant to Section 3.4 of the Company's Bylaws.

Following discussion and deliberation, upon motion duly made and seconded, Mr. Moyer presented the following resolutions for approval:

RESOLVED, that, pursuant to Section 5.4 of the Company's Bylaws and Section 142(b) of the Delaware General Corporation Law, the Board hereby removes Nathaniel Bradley from his

positions as Chief Executive Officer and President of the Company and from any other officer position he may hold with the Company, and his employment with the Company is hereby terminated, in each case effective immediately; and

FURTHER RESOLVED, that the Board has determined that the foregoing actions are advisable and in the best interests of the Company and its stockholders; and

FURTHER RESOLVED, that the foregoing actions are taken without prejudice to any and all of the Company's rights, claims, damages and remedies, all of which are reserved, including but not limited to the right to determine that facts constituting "Cause" existed; and

FURTHER RESOLVED, that each of the remaining officers of the Company be, and each hereby is, authorized and directed, in the name and on behalf of the Company, to take such further action as such officer may deem necessary or appropriate to carry out the foregoing resolutions.

VOTE

The resolutions were adopted by the following 8-1 vote:

Nathaniel Bradley	No
Kimberly Briskey	Yes
Dr. Jeffrey M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

Mr. Bradley continues to serve as a member of the Board.

The Board next decided to hold a follow up special meeting on Tuesday, November 3, 2026, at 6:00 P.M. Eastern Time to be held by Zoom videoconference. Notice of that meeting, including the time (November 3, 2026 at 6 pm) and Place (Zoom videoconference), was then announced during the Meeting to all directors then present, including Mr. Bradley, more than 48 hours in advance of such meeting. The Board directed that remote-access information including the Zoom link subsequently be transmitted to each director in advance of that follow up special meeting.

There being no further business to come before the Board, upon a motion duly made and seconded, the Meeting was adjourned at approximately 5:56 P.M.

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Respectfully submitted:

Sullivan & Worcester LLC

As Secretary to the Meeting

By: DocuSigned by: David Danovitch A8FE2241E6724BE...

David E. Danovitch

Its: Partner

EXHIBIT 1

NOTICE OF SPECIAL MEETING

(see attached)

DATAVAULT AI INC.

NOTICE OF SPECIAL MEETING
(the "Special Meeting")

OF

THE BOARD OF DIRECTORS

Date of Notice: October 30, 2026

The Board of Directors (the "Board") of Datavault AI Inc. ("Datavault") will hold a Special Meeting as follows:

Date of Meeting: November 1, 2026

Time of Meeting: 5 p.m. (EST – New York Time)

Place of Meeting: Videoconference by Zoom with the following details, with invite electronically transmitted simultaneously with or immediately following this Notice:

Link: https://sullivanlaw.zoom.us/j/92170296274?pwd=Bj9x4HjsqTpefH7NqSbfb74TKZWM4D.1
Meeting ID: 921 7029 6274
Passcode: 310047

Purpose of Special Meeting: To consider the adoption of resolutions to remove Nathaniel Bradley ("Bradley") from his Chief Executive Officer ("CEO") and employee positions with Datavault.

The Special Meeting is called by the Chairman of the Board of Directors of Datavault in accordance with Article III, Section 7, and Article IV, Section 4, of the By-Laws of Datavault (f/k/a Summit Semiconductor, Inc.).

Agenda: At the Special Meeting, the Directors will discuss whether the immediate removal of Bradley as CEO and employee of Datavault is in the best interests of Datavault and its stockholders due to mismanagement, performance issues and other conduct and considerations. At this time, the Directors are not contemplating that any potential termination would be designated as one for "Cause", but the investigation is continuing, and the Board reserves any and all rights, and any potential termination is without prejudice to the Board or Datavault pursuing any claims, rights damages and/or remedies in the future. The Directors will also deliberate on what additional actions Datavault may deem appropriate in this matter.

By order of Brett Moyer, Chairman of the Board of Directors

EXHIBIT F

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

EX-10.4 6 tm252064d1_ex10-4.htm EXHIBIT 10.4

Exhibit 10.4

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** ("**Agreement**") is made effective as of December 31, 2024 by and between **WiSA Technologies, Inc.**, a Delaware corporation, with its principal offices in Beaverton, Oregon (hereinafter "**WiSA**" or the "**Company**"), and **Nathaniel Bradley**, an individual and a resident of Pennsylvania ("**Executive**").

RECITALS

A. WiSA and Executive desire to enter into this Agreement to secure the covenants of Executive as set forth herein and to provide the rights and benefits to Executive in consideration of Executive's obligations hereunder.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the foregoing Recitals, each of which is incorporated by this reference as an essential term, the covenants, conditions and other terms hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows.

1. Employment. WiSA shall employ Executive and Executive accepts full time employment as Chief Executive Officer of WiSA beginning on December 30, 2024, on the terms and conditions set forth herein.

Executive's employment under this Agreement shall be for an unspecified term (the "**Term**") on an "at will" basis. Nothing in Company's policies, actions or this Agreement shall be construed to alter the "at will" nature of Executive's status with Company, and Executive understands that Company may terminate Executive's employment at any time for any reason or for no reason, provided that it is not terminated in violation of state or federal law.

2. Duties and Responsibilities. During the Term of this Agreement, Executive shall devote substantially all of his time, energy and skills to overseeing the Company including its growth and business development, duties as a public company and such other duties as the Board of Directors of the Company (the "**Board**") may require from time to time. Executive shall work faithfully and to the best of his ability and efforts promoting the business interests of WiSA. Executive will discharge his duties at all times in accordance with any and all policies of WiSA. It is understood the Executive shall also work independently with the Board of Directors as required by the Board. The Executive shall be considered a key employee of the Company.

3. Compensation. Executive's base annual salary upon signing this Agreement shall be $450,000. Executive's performance shall be reviewed annually thereafter. Adjustments in salary may be made from time to time in the sole discretion of Board. Salary shall be paid in arrears in accordance with Company's regular payroll practices and subject to applicable income and employment tax withholding and authorized deductions.

4. Bonus Compensation. Executive will be eligible to participate in bonus arrangements made available to the Company's senior management from time to time by the Board. Except as otherwise provided in this Agreement, to be eligible for payment, Executive must be employed by the Company on the date any such bonus is paid.

5. Executive Benefits.

(a) Vacation. Executive shall receive a minimum of twenty (20) business days of paid vacation and thereafter consistent with the Company's vacation policy, during each year of this Agreement (pro rata). Unused vacation will carry over from one year to the next but the maximum amount of vacation, which can accrue (unused) at any one time, shall not exceed thirty (30) business days. Unused vacation will not be paid in the form of cash, except upon termination of employment.

(b) Benefits. Executive shall be eligible to participate in any and all benefit plans maintained by the Company, subject to the eligibility requirements and other terms of such plans and programs. The benefits offered by the Company may be modified or changed at the discretion of the Company.

6. Expenses. WiSA shall reimburse Executive for all reasonable business expenses incurred by Executive pursuant to Company policies (as adopted from time to time); provided, however, that Executive complies with any established policy and procedure for the reimbursement of such expenses, including, but not limited to, submitting an appropriate expense report.

7. Compliance with Laws and Policies. As a Company employee, Executive agrees that he must act in conformity with the law at all times, without exception. Executive will abide by Company rules, regulations and policies as in effect from time to time, including, but not limited to those uploaded to the "Corporate Governance" section of the Company's website (https://ir.wisatechnologies.com/corporate-governance/governance-documents).

8. Consequences of Termination.

(a) Termination for Cause or Resignation without Good Reason. If Executive's employment is terminated by WiSA for "Cause" (as defined below) or Executive resigns without "Good Reason" (as defined below), then (i) WiSA shall pay the Executive his base salary, as described in Section 3 above, to the date of termination and (ii) Executive shall not be entitled to any other salary, bonus compensation or benefits after the date of termination, except the right to receive benefits that have become vested under any benefit plan or to which Executive is entitled as a matter of law. For the avoidance of doubt, if Executive's employment is terminated by WiSA for Cause or Executive resigns without Good Reason, then none of the severance related benefits described in Section 8(b) shall be provided.

(b) Resignation for Good Reason or Termination without Cause. The provisions of this Section 8(b) shall apply in the event Executive is either terminated by Company without Cause or Executive resigns for Good Reason and provided Executive executes, delivers and does not revoke the Company's standard release of claims agreement within sixty (60) days of such termination of employment. If the sixty (60)-day period referenced in the preceding sentence spans two (2) taxable years, payment shall only commence in the second taxable year. For the avoidance of doubt, if the Executive ceases to provide services to the Company within twelve (12) months of a "Change in Control" (as defined below), Executive will be treated for purposes of this Section 8(b) as having been terminated by Company without Cause.

(i) The Company will continue payment of Executive's base salary (at the same rate existing immediately prior to his termination) for a period of twelve (12) months (the "**Severance Period**") pursuant to the Company's regular payroll practices and subject to applicable income and employment tax withholding and authorized deductions.

(ii) Provided Executive is entitled to, elects to and remains eligible to continue group health, dental and vision coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), WiSA will continue during the Severance Period to contribute toward the cost of such coverage as if Executive were an active employee unless doing so violates applicable law or is inconsistent with the coverage arrangement.

(iii) The Company shall pay Executive any bonus compensation otherwise due for the applicable year of termination prorated on a 365-day basis to the date of termination of employment in the year following the year to which the bonus compensation relates; provided, however, that such bonus shall be paid no earlier than January 1 nor later than March 15 of the year following the year of termination.

(iv) Any and all unvested equity awards in Executive's name shall immediately become fully vested and exercisable; provided, however, that regardless of the terms of any equity award agreement between the Company and Executive, absent a separate signed written agreement between Company and Executive that specifically references this provision of this Agreement, no exercise of an award that requires exercise by the Executive shall occur more than six (6) months after such termination and in no event after the expiration of such award.

(v) In the event of Executive's subsequent death, Company shall continue to pay and/or make available for the remainder of the Severance Period the payments and benefits not yet paid or provided pursuant to this Section 8(b), with any amounts other than COBRA continuation coverage payable to Executive's estate.

(c) Termination in the Event of Death. If Executive's employment terminates due to Executive's death, Executive shall be treated as if terminated by the Company without Cause for purposes of this Section 8. Such payments and benefits (other than COBRA continuation coverage) shall be made to Executive's estate or executor in the event of death.

(d) Suspension of Payment. Notwithstanding anything herein to the contrary, if Executive is in violation of any provision of Sections 10, 11, 12 or 13 below, WiSA shall have no obligation to make payment(s) under Section 8(b) of this Agreement if WiSA has determined in good faith that such a violation(s) has occurred or is occurring. If it is later established through arbitration or other judicial proceeding that no such violation occurred, WiSA shall agree to pay to Executive any such amount withheld from or not paid during such period to the extent consistent with Section 409A ("**Section 409A**") of the Internal Revenue Code (the "**Code**").

(e) No Mitigation. Executive will be under no obligation to mitigate damages by seeking other employment, and there will be no offset against the amounts due Executive under this Agreement, except as specifically provided in Section 8(d) above or for any other claims that WiSA may have against Executive and to the extent consistent with Section 409A.

(f) Survival of Provisions. The obligations of confidentiality, assignment of inventions, non-competition, non-solicitation and non-disparagement under Sections 10, 11, 12 and 13 hereof shall survive the termination of this Agreement for any reason.

9. Change in Control. If there is a Change in Control of WiSA, any and all unvested equity awards in Executive's name shall immediately become fully vested and exercisable; provided, however, that regardless of the terms of any equity award agreement between the Company and Executive, absent a separate signed written agreement between Company and Executive that specifically references this provision of this Agreement, no exercise of an award that requires exercise by the Executive shall occur more than six (6) months after such termination and in no event after the expiration of such award.

10. Confidential Information and Assignment of Inventions.

(a) Executive will not disclose to a third party or use for his personal benefit confidential information of WiSA. "**Confidential Information**" means any information used or useful in WiSA's business that is not generally known outside of WiSA and that is proprietary to WiSA relating to any aspect of WiSA's existing or reasonably foreseeable business that is disclosed to Executive or conceived, discovered or developed by Executive. Confidential Information includes, but is not limited to: product designs including drawings and sketches, manufacturing materials, plant layouts, tooling, sales marketing plans or proposals, customer information, customer lists, raw material sources, manufacturing processes, price, financial, accounting and cost information, clinical data, administrative techniques and documents and information designated by WiSA as "Confidential." Executive shall also comply with the terms of any Confidentiality Agreement by which WiSA is bound to a third party as well as the Company's Confidential Information and Invention Assignment Agreement, if applicable.

(b) Executive grants to WiSA the exclusive ownership of all reports, drawings, blueprints, data writings and technical information made by Executive alone or with others during the term of his employment, whether or not made or prepared in the course of his employment, that relate to apparatus, compositions of matter or methods pertaining to WiSA business. Executive acknowledges that all such reports, drawings, blueprints, data writings and technical information are the property of WiSA.

(c) Executive will promptly disclose to WiSA in writing all inventions and proprietary information that he alone or with others conceives, generates or reduces to practice, during or after working hours, while an employee of WiSA and for six (6) months following Executive's termination of employment with respect to work performed by Executive for WiSA. All such inventions and proprietary information shall be the exclusive property of WiSA and are assigned to WiSA. This Agreement shall not apply to any invention for which no equipment, supplies, facility or trade secret information of WiSA was used, and that was developed entirely on Executive's time, and (i) that does not relate (1) directly to the business of WiSA or (2) to WiSA's actual or demonstrably anticipated research or development or (ii) that does not result from any work performed by Executive for WiSA.

(d) At WiSA's expense, Executive shall give WiSA all assistance it reasonably requires to perfect, protect and use its rights to inventions and proprietary information. In particular, but without limitation, Executive will sign all documents, do all things and supply all information that WiSA may deem necessary or desirable to (i) transfer or record the transfer of Executive's entire right, title and interest in inventions and proprietary information and (ii) enable WiSA to obtain patent, copyright or trademark protection for inventions anywhere in the world.

11. Non-Competition. During the Term, Executive shall not, directly or indirectly, either as an Executive, consultant, agent, principal, partner, stockholder (except in a publicly held company), corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the then current or anticipated business of WiSA.

12. Non-Solicitation. During the Term of his employment with WiSA and any Severance Period, and for a period of one (1) year after termination of such employment or end of any Severance Period, whichever is later, Executive will not, directly or indirectly, solicit, hire or otherwise engage, on his own behalf or on behalf of another person or entity, the services of any person who is an employee of WiSA.

13. Non-Disparagement. During and after the termination or expiration of this Agreement, Executive shall not make any negative or disparaging remarks or comments (either oral or written) about WiSA, its affiliated or related companies or any of the foregoing entities directors, officers, employees, agents, services or products, and WiSA agrees not to make any negative or disparaging remarks or comments (either oral or written) about Executive. Notwithstanding the foregoing, each of the parties is entitled accurately to describe their past relationship to potential employers, partners or affiliates of Executive or potential partners or affiliates of WiSA.

14. Protected Disclosures. Under the Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is: (a) made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nothing in this Agreement shall prohibit Executive from reporting possible violations of federal or state law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Executive does not need the prior authorization of WiSA to make any such whistleblower reports or disclosures and is not required to notify WiSA that he has made such whistleblower reports or disclosures. Furthermore, nothing in this Agreement prohibits or restricts Executive from making other reports protected by law, including filing a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board or a similar agency enforcing federal, state or local laws, and it does not limit Executive's ability to communicate with any government agency, entity or organization, make disclosures or otherwise participate in any investigation or proceeding that may be conducted by any government agency, entity or organization.

15. Arbitration.

(a) To the maximum extent permitted by law, any controversy between WiSA and Executive involving the construction or application of any of the terms, provisions or conditions of this Agreement or the breach thereof shall be settled by final and binding arbitration by a single arbitrator to be held in Santa Clara, California, in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association ("**AAA Rules**") then in effect. The arbitrator selected shall have the authority to grant Executive or the Company or both all remedies otherwise available by law, including injunctions.

(b) Notwithstanding anything to the contrary in the AAA Rules, the arbitration shall provide (i) for written discovery and depositions adequate to give the Parties access to documents and witnesses that are essential to the dispute and (ii) for a written decision by the arbitrator that includes the essential findings and conclusions upon which the decision is based. Consistent with applicable law, Executive and the Company shall each bear his or its own costs and attorneys' fees incurred in conducting the arbitration and, except in such disputes where Executive asserts a claim otherwise under a state or federal statute prohibiting discrimination in employment (a "**Statutory Discrimination Claim**"), or where otherwise required by law, shall split equally the fees and administrative costs charged by the arbitrator and AAA. In disputes where Executive asserts a Statutory Discrimination Claim against the Company, or where otherwise required by law, Executive shall be required to pay only the AAA filing fee to the extent such filing fee does not exceed the fee to file a complaint in state or federal court. The Company shall pay the balance of the arbitrator's fees and administrative costs.

(c) The decision of the arbitrators will be final, conclusive and binding on the Parties to the arbitration. The prevailing party in the arbitration, as determined by the arbitrator, shall be entitled to recover his or its reasonable attorneys' fees and costs, including the costs or fees charged by the arbitrator and AAA. In disputes where Executive asserts a Statutory Discrimination Claim, reasonable attorneys' fees shall be awarded by the arbitrator based on the same standard as such fees would be awarded if the Statutory Discrimination Claim had been asserted in state or federal court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

16. Certain Definitions. For purposes of this Agreement, the following terms will have the meaning set forth below.

(a) Cause. "**Cause**" means that Executive has: (i) committed an act of dishonesty, fraud or breach of trust involving the business of WiSA; (ii) willfully failed to follow any material policy or material instructions of WiSA, his or her supervisor or its Chief Executive Officer provided such are lawful and not a violation of public policy; (iii) been indicted for or convicted of any felony; (iv) engaged in any gross misconduct, such as sexual harassment, material violations of applicable law or defalcations in the performance of or in connection with the Executive's duties or employment by WiSA; or (v) otherwise breached material obligations under this Agreement.

(b) Change in Control. "**Change in Control**" means any of the following events: (i) the acquisition by any individual, entity or group (a "**Person**") within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "**Exchange Act**") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the then-outstanding shares of Common Stock plus any other outstanding shares of stock of the Company entitled to vote in the election of directors (the "**Outstanding Company Voting Securities**"); provided, however, that the Company and any employee benefit plan (or related trust) sponsored by it shall not be deemed to be a Person; or (ii) a change in the composition of the Board such that the individuals who constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board within any 365-day period (and for this purpose, any individual whose election or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds ($2/3^{rds}$) of the directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board); or (iii) the consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries or a sale or other disposition of substantially all of the assets of the Company or a material acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "**Business Combination**") if: (1) the individuals and entities that were the beneficial owners of the Outstanding Company Voting Securities immediately prior to such Business Combination do not beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of stock and the combined voting power of the then-outstanding voting securities of the company resulting from such Business Combination; or (2) a Person beneficially owns, directly or indirectly, 50% or more of the then-outstanding shares of stock of the company resulting from such Business Combination; or (3) members of the Incumbent Board do not comprise at least a majority of the members of the board of directors of the company resulting from such Business Combination; or (iv) the approval by the shareholders (or in the case of (iv)(1) the Board) of the Company of: (1) a complete liquidation or dissolution of the Company; (2) any merger/consolidation/recap in which Company not survivor; or (3) upon the Company's insolvency, general assignment for the benefit of creditors or the commencement by or against the Company of any action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Company's debts under any law relating to bankruptcy, insolvency or reorganization, or relief of debtors, or seeking appointment of a receiver other similar official for the Company or for all or any substantial part of the Company's assets.

(c) [Reserved]

(d) Good Reason. **"Good Reason"** means WiSA, without Executive's consent: (i) during the Term of his employment at WiSA, requires a material change in the geographic location at which Executive must perform services; or (ii) a substantial change in Executive's duties and responsibilities; or (iii) at any time reduces Executive's base compensation following a Change in Control; or (iv) at any time otherwise materially breaches its obligations under this Agreement; provided, however, that such termination by the Executive shall only be deemed for Good Reason pursuant to the foregoing definition if: (1) the Executive gives WiSA written notice of the intent to terminate for Good Reason within ninety (90) days following the first occurrence of the condition(s) that the Executive believes constitutes Good Reason, which notice shall describe such condition(s); (2) WiSA fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the "**Cure Period**"); and (3) the Executive terminates his employment within six (6) months following the end of the Cure Period.

17. Section 409A. It is the intention of the parties that no payment or entitlement pursuant to this Agreement will give rise to any adverse tax consequences to any person pursuant to Section 409A and this Agreement shall be interpreted, applied and, to the minimum extent necessary, amended to achieve that intention. It is further intended that payments hereunder satisfy, to the greatest extent possible, the exemption from the application of Section 409A provided under Treasury Regulation Section 1.409A-1(b)(4) (as a "short-term deferral"). To the extent (i) any payments or benefits to which Executive becomes entitled under this Agreement, or under any agreement or plan referenced herein, in connection with his termination of employment with WiSA constitute deferred compensation subject to Section 409A and (ii) Executive is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payments shall not be made or commence until the earlier of (1) the date that is immediately following the expiration of the six (6)-month period measured from the date of Executive's "separation from service" (as such term is at the time defined in Treasury Regulations under Section 409A) from WiSA or (2) the date of Executive's death following such separation from service. Upon the expiration of the applicable deferral period, any payments that would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this provision shall be paid to Executive or his beneficiary in one lump sum (without interest).

Each installment of any payments provided hereunder shall constitute separate "payments" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii). Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this Agreement is determined to be subject to Section 409A, the amount of any such reimbursement or benefit in one calendar year shall not affect any reimbursement or benefit in any other taxable year, in no event shall any such reimbursement or benefit be provided after the last day of the calendar year following the calendar year in which Executive incurred such expense and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

18. Miscellaneous.

(a) Entire Agreement. This Agreement, and any other agreement specifically referenced herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes, merges and voids all previous agreements, representations and warranties, written or oral, between the parties with respect to such subject matter. All other prior employment-related agreement(s) between Executive and WiSA are hereby terminated and of no further force or effect. Except as otherwise provided herein to Executive's benefit, this Agreement shall not amend, modify, supersede or otherwise affect the terms of any equity award agreement(s), stock sale or sale restriction agreement(s) and any confidentiality, non-disclosure, non-competition and inventions agreement(s) to which Executive is a party with WiSA.

(b) No Oral Modifications. This Agreement may only be modified in a writing signed by the Executive and an officer of WiSA expressly authorized by WiSA to modify this Agreement.

(c) Personal Agreement. This Agreement shall be binding upon and inure to the benefit of WiSA. This Agreement shall be binding upon Executive, his heirs and personal and legal representative. This Agreement may not be assigned by Executive.

(d) No Waiver. No failure by either party to exercise, and no delay in exercising, any right or remedy under this Agreement will operate as a waiver; nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The covenants and agreements set forth herein may be waived only by a written instrument executed by the party waiving compliance. Any such waiver shall only be effective in the specific instance and for the specific purpose for which it was given and shall not be deemed a waiver of any other provision hereof or of the same breach or default upon any recurrence thereof.

(e) Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement, other than the payment of money for the Executive's Term of employment, were not performed in accordance with their specific terms or are otherwise breached or threatened to be breached. In the event of any breach or threatened breach, Executive acknowledges that damages will be insufficient remedy to WiSA in the event of a violation of Section 10, 11, 12 and/or 13 of this Agreement, and in the event of such breach or threatened breach of this Agreement, WiSA shall be entitled to seek injunctive relief, without the necessity of posting bond, through a court of competent jurisdiction to enforce the provisions of such Sections in addition to any other rights or remedies available to WiSA.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used herein, "successor" and "assignee" shall include any person, firm, corporation or other business entity that at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the Company or to which the Company assigns the Agreement by operation of law or otherwise.

(g) Survival. Notwithstanding any contrary provision of this Agreement, upon termination or expiration of this Agreement for any reason, the covenants and obligations set forth in Sections 6, 7, 8 (including the applicability thereto of Sections 3 and 4), 10, 11, 12, 13, 14, 15, 16 and 17 shall survive any termination of this Agreement or Executive's employment hereunder until such covenants and agreements are fully satisfied and require no further performance or forbearance, or the rights of a party expire on the specific date by the terms hereof.

(h) Adjustment of Restrictions. If any provision of Sections 10, 11, 12 and/or 13 of this Agreement is found by a court or arbitrator to be unenforceable under applicable law because one or more provisions are over broad or otherwise not enforceable in the form as set forth herein, then the court or arbitrator shall have the power to revise the terms of this Agreement to the extent necessary to make the provisions hereof enforceable.

(i) [Reserved]

(j) Counterparts and Facsimile Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and any schedules and exhibits hereto, if any, may be executed and delivered by facsimile signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile as if the original had been received.

(k) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS OF THIS AGREEMENT, the parties have signed below.

EXECUTIVE

/s/ Nathaniel Bradley Dated: December 31, 2024

WiSA TECHNOLOGIES, INC.

/s/ Brett Moyer Dated: December 31, 2024
By: Brett Moyer
Its: Chief Executive Officer

EXHIBIT G

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

From: Brett Moyer <bmoyer@dvlt.ai>
Sent: Friday, October 30, 2026 4:15 PM
To: Nathaniel Bradley (Vault.email); Nate Bradley; Nathaniel Bradley
Cc: David E. Danovitch; Razzano, Elizabeth A.; Jeffrey Hartlin; Joseph E. Segilia
Subject: Suspension Notice
Attachments: Suspension Notice (Nathaniel Bradley) dated October 30, 2026 (4933-3766-3965.1).pdf

Nate,

Please read the attached notice from the Board.

Thanks,

Brett

Brett Moyer
CFO
bmoyer@dvlt.ai
Datavault AI Inc. (Nasdaq:DVLT)
New Headquarters:
One Commerce Square
2005 Market Street, Suite 2400
Philadelphia, PA 19103

+14087613880

One Commerce Square
2005 Market Street, Suite 2400
Philadelphia, PA 19103
www.dvlt.ai

October 30, 2026

BY EMAIL AND WHATSAPP
Nathaniel Bradley

Re: Datavault AI Inc. – Suspension

Dear Mr. Bradley,

This letter is to inform you that, effective immediately, you are hereby suspended from any and all job duties and responsibilities in your capacity as Chief Executive Officer ("CEO") and employee of Datavault AI Inc. ("Datavault"), with pay, due to your activities as CEO of Datavault pending the Special Meeting, as set forth in the Notice of Special Meeting of the Board of Directors (the "Board") sent to you on October 30, 2026. In the judgment of the Chairman and members of the Board, this suspension pending the Special Meeting is in the best interests of Datavault and its stockholders. You are hereby notified that you will not have access to the Datavault systems, physical offices or your current email account during the suspension.

Please be advised that you remain subject to the terms of your Executive Employment Agreement with Datavault (f/k/a WISA Technologies, Inc.) effective as of December 31, 2024. Further, pursuant to Datavault policies and procedures, the agreement and adherence to which is a requirement of employment, you remain bound by the obligations required of all employees of Datavault. You are directed to refrain from attempting to enter the physical offices of Datavault, or attempting, directly or indirectly, to remove or destroy any physical or intellectual property of Datavault. In addition, you are directed to preserve, to not destroy, and to prevent the destruction of any and all documents (electronic or otherwise, whether or not on a Datavault system or on any cloud-based drives outside of the Datavault domains, e.g. Proton, Google, etc.) and/or materials, including those relating to (i) Datavault and your services relating to Datavault, (ii) EOS Holdings ("EOS") and your services relating to EOS; and (iii) any contracts or correspondence between or among Datavault, EOS and any other third party or entity.

Sincerely,

/s/ Brett Moyer

Brett Moyer
Chairman of the Board of Directors
Datavault AI Inc.

EXHIBIT H

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

From: Nathaniel Bradley, CEO Datavault ai <nate@vault.email>
Sent: Friday, October 30, 2026 4:21 PM
To: Jacob S. Frenkel
Subject: Fw: Suspension Notice
Attachments: Suspension Notice (Nathaniel Bradley) dated October 30, 2026 (4933-3766-3965.1).pdf

Nathaniel Bradley
CEO
Datavault AI Inc. | (NASDAQ: **DVLT**)
NatPhone: U.S. **520.631.9595**
nate@vault.email. | web; **dvlt.ai**
New Headquarters:
One Commerce Square
2005 Market Street, Suite 2400
Philadelphia, PA 19103

Sent from Proton Mail for iOS.

-------- Original Message --------
On Friday, 10/30/26 at 16:15 Brett Moyer <bmoyer@dvlt.ai> wrote:

> Nate,
>
> Please read the attached notice from the Board.
>
> Thanks,
>
> Brett
>
> Brett Moyer
> CFO
> bmoyer@dvlt.ai
> Datavault AI Inc. (Nasdaq:DVLT)
> ***New Headquarters***:
> One Commerce Square
> 2005 Market Street, Suite 2400
> Philadelphia, PA 19103
>
> +14087613880

One Commerce Square
2005 Market Street, Suite 2400
Philadelphia, PA 19103
www.dvlt.ai

October 30, 2026

BY EMAIL AND WHATSAPP
Nathaniel Bradley

Re: Datavault AI Inc. – Suspension

Dear Mr. Bradley,

This letter is to inform you that, effective immediately, you are hereby suspended from any and all job duties and responsibilities in your capacity as Chief Executive Officer ("CEO") and employee of Datavault AI Inc. ("Datavault"), with pay, due to your activities as CEO of Datavault pending the Special Meeting, as set forth in the Notice of Special Meeting of the Board of Directors (the "Board") sent to you on October 30, 2026. In the judgment of the Chairman and members of the Board, this suspension pending the Special Meeting is in the best interests of Datavault and its stockholders. You are hereby notified that you will not have access to the Datavault systems, physical offices or your current email account during the suspension.

Please be advised that you remain subject to the terms of your Executive Employment Agreement with Datavault (f/k/a WISA Technologies, Inc.) effective as of December 31, 2024. Further, pursuant to Datavault policies and procedures, the agreement and adherence to which is a requirement of employment, you remain bound by the obligations required of all employees of Datavault. You are directed to refrain from attempting to enter the physical offices of Datavault, or attempting, directly or indirectly, to remove or destroy any physical or intellectual property of Datavault. In addition, you are directed to preserve, to not destroy, and to prevent the destruction of any and all documents (electronic or otherwise, whether or not on a Datavault system or on any cloud-based drives outside of the Datavault domains, e.g. Proton, Google, etc.) and/or materials, including those relating to (i) Datavault and your services relating to Datavault, (ii) EOS Holdings ("EOS") and your services relating to EOS; and (iii) any contracts or correspondence between or among Datavault, EOS and any other third party or entity.

Sincerely,

/s/ Brett Moyer

Brett Moyer
Chairman of the Board of Directors
Datavault AI Inc.

EXHIBIT I

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

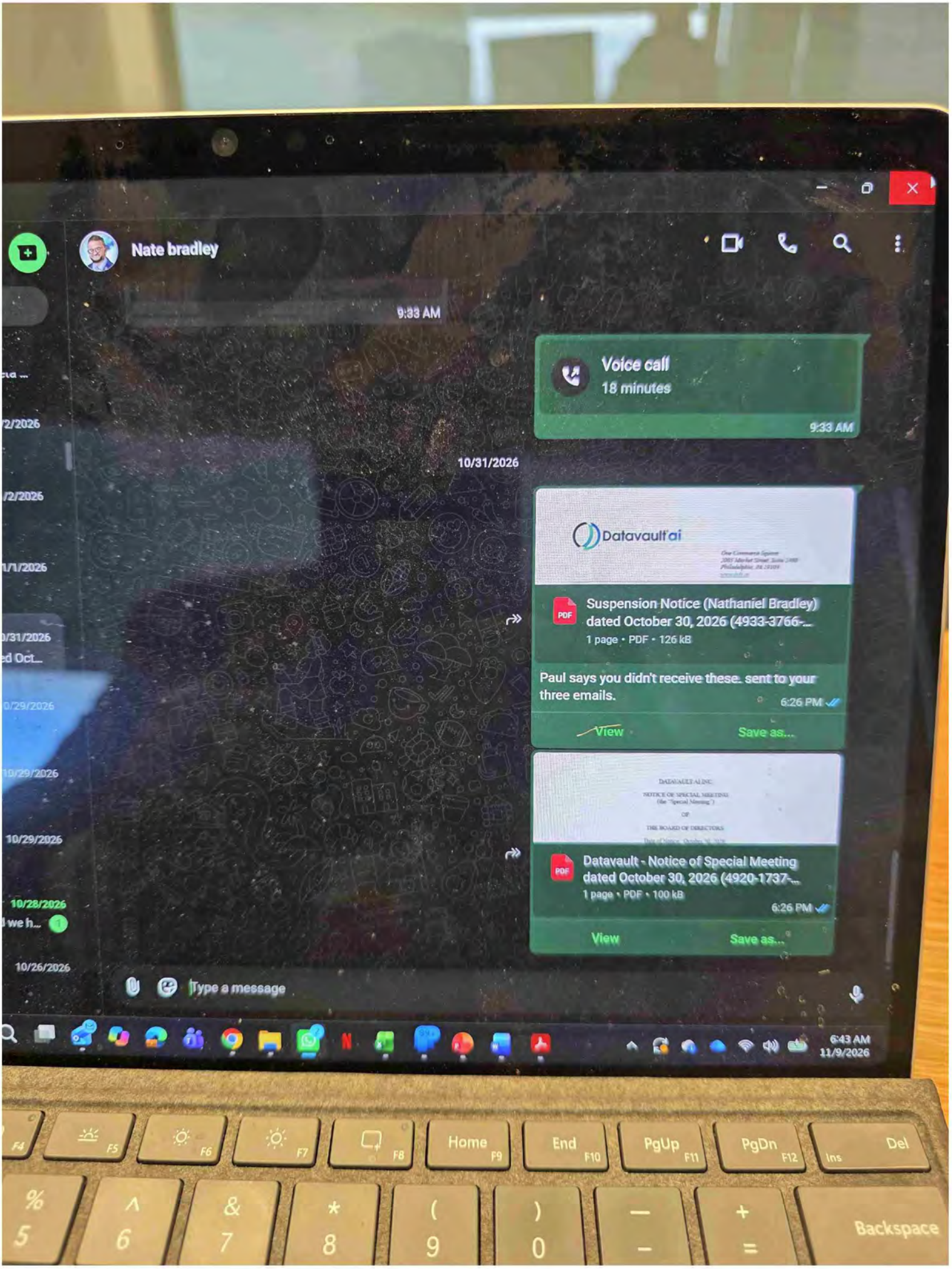

Nate bradley
9:33 AM
Voice call
18 minutes
9:33 AM
10/31/2026
Datavault ai
Suspension Notice (Nathaniel Bradley) dated October 30, 2026 (4933-3766-...
1 page • PDF • 126 kB
Paul says you didn't receive these. sent to your three emails.
6:26 PM
View
Save as...
Datavault - Notice of Special Meeting dated October 30, 2026 (4920-1737-...
1 page • PDF • 100 kB
6:26 PM
View
Save as...
Type a message
10/29/2026
10/28/2026
10/26/2026
6:43 AM
11/9/2026

EXHIBIT J

TO DEFENDANTS' BRIEF IN OPPOSITION TO PLAINTIFF'S MOTIONS TO EXPEDITE PROCEEDINGS, FOR A TEMPORARY RESTRAINING ORDER AND FOR A STATUS QUO ORDER

Docusign Envelope ID: F70F24C8-363D-8ABD-82BC-B1BCF79CAA31

MINUTES
OF
SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF
DATAVAULT AI INC.

Date and Time:	9:00 a.m. (EST - NY Time), November 6, 2026
Place:	Microsoft Teams Videoconference
Meeting ID:	277 666 349 892 478 6

Datavault AI Inc. ("Datavault" or the "Company"), a corporation existing under the laws of the State of Delaware, held a special meeting (the "Meeting") of the Company's board of directors (the "Board") on November 6, 2026, at 9:00 A.M., Eastern Time.

The following members of the Board were present at the Meeting via Microsoft Teams: Kimberly Briskey, Dr. Jeff M. Gilbert, Christopher Hardt, David Howitt, Helge Kristensen, Brett Moyer, Sriram Peruvemba and Jeffrey Tirman. Nathaniel Bradley was not present at the Meeting. Also present at the Meeting by invitation of the Board were Stanley Mbugua, who attended as an observer, and David E. Danovitch, Phillip Carnevale and Casey Olschwang of Sullivan & Worcester LLP, corporate counsel to Datavault. Teri Gallo joined the Meeting by invitation of the Board at approximately 9:08 A.M., and Joseph E. Segilia of Sullivan & Worcester LLP joined the Meeting at approximately 9:16 A.M. All participants participated by Microsoft Teams videoconference with the ability to see and be seen and hear and be heard by all other participants.

Brett Moyer, Chairman of the Board, presided over the Meeting until the appointment of Kimberly Briskey as Chair of the Board as described below, after which Ms. Briskey presided over the balance of the Meeting. Mr. Moyer called the Meeting to order at approximately 9:02 A.M. and requested that the Sullivan attorneys keep the minutes of the Meeting.

Mr. Moyer took roll call of the directors and confirmed the presence of a quorum for the transaction of business. Mr. Moyer noted that notice of the Meeting, including the date, time and remote-access information for the Meeting, was delivered to each director by Mr. Moyer's electronic mail Microsoft Teams meeting invitation on Wednesday, November 4, 2026 at approximately 8:40 a.m. (New York time), more than 48 hours before the Meeting, as required by Section 3.7 of the Company's Bylaws. Mr. Moyer ordered that such notice (the "Notice") be filed with the minutes of the Meeting. The Notice is attached to these Minutes as Exhibit A.

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MEETING PROCEDURES; CONFLICTS OF INTEREST

Mr. Moyer reviewed the procedures for the Meeting, including that each resolution would be moved, seconded and put to a roll-call vote. Mr. Moyer asked each director to declare any conflict of interest with respect to any item on the agenda for the Meeting. Certain directors abstained from or recused themselves on specific items, as reflected below.

APPROVAL OF MINUTES; RATIFICATION OF PRIOR ACTIONS

Mr. Moyer noted that the minutes of the meeting of the Nominating and Corporate Governance Committee of the Board (the "NCGC") held on November 1, 2026 and the minutes of the special meeting of the Board held on November 3, 2026 had been circulated to the directors in advance of the Meeting. No comments were raised. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that the minutes of the meeting of the NCGC held on November 1, 2026 and the minutes of the special meeting of the Board held on November 3, 2026, each in the form circulated to the Board, be, and they hereby are, approved, and that the actions taken at such meetings, including the removal of Nathaniel Bradley from his positions as Chief Executive Officer and President of the Company and the termination of his employment with the Company, be, and they hereby are, confirmed, ratified and approved in all respects.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

REPORT AND RECOMMENDATIONS OF THE NOMINATING AND CORPORATE GOVERNANCE COMMITTEE

At Mr. Moyer's invitation, Dr. Gilbert, Chair of the NCGC, reported on the NCGC's November 1, 2026 meeting and presented the NCGC's recommendations with respect to the director nominees for the Company's 2026 Annual Meeting of Stockholders (the "Annual Meeting"), the leadership of the Board and its committees, and the appointment of officers. The Board discussed the Board and committee roles. Dr. Gilbert then reviewed each recommendation, and the Board took a separate motion and roll-call vote on each item, as set forth below.

(a) Director Nominees for the Annual Meeting. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

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RESOLVED, that, upon the recommendation of the NCGC, the Board hereby nominates Kimberly Briskey, Dr. Jeff M. Gilbert, Christopher Hardt, David Howitt, Helge Kristensen, Brett Moyer, Sriram Peruvemba and Jeffrey Tirman for election as directors of the Company at the Annual Meeting, each to serve for the term provided in the Company's Certificate of Incorporation and Bylaws and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

(b) Chair of the Board. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

RESOLVED, that, upon the recommendation of the NCGC, Kimberly Briskey be, and she hereby is, appointed as Chair of the Board, effective immediately.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

Following the appointment of Ms. Briskey as Chair of the Board, Ms. Briskey presided over the balance of the Meeting.

(c) Vice Chair of the Board. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

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RESOLVED, that, upon the recommendation of the NCGC, Sriram Peruvemba be, and he hereby is, appointed as Vice Chair of the Board, effective immediately.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

(d) Chair of the Audit Committee. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

RESOLVED, that, upon the recommendation of the NCGC, Christopher Hardt be, and he hereby is, appointed as Chair of the Audit Committee of the Board, effective immediately.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

(e) Chief Executive Officer and President. Mr. Moyer recused himself from the discussion of and vote on this item. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

RESOLVED, that, upon the recommendation of the NCGC, Brett Moyer be, and he hereby is, appointed as Chief Executive Officer and President of the Company, effective immediately, to serve at the pleasure of the Board.

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VOTE

The resolution was adopted by the following 7-0 vote, with one recused:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Recused
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

(f) Chief Financial Officer. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

RESOLVED, that, upon the recommendation of the NCGC, Stanley Mbugua be, and he hereby is, appointed as Chief Financial Officer of the Company, effective immediately, to serve at the pleasure of the Board.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

(g) Chief Operating Officer. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

RESOLVED, that, upon the recommendation of the NCGC, Teri Gallo be, and she hereby is, appointed as Chief Operating Officer of the Company, effective immediately, to serve at the pleasure of the Board.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes

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Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

CHIEF OPERATING OFFICER: SCOPE AND AUTHORITY

The Board reviewed the proposed resolution establishing the scope and authority of the Chief Operating Officer, in the form circulated to the Board. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that the Chief Operating Officer of the Company shall (i) be responsible for the day-to-day operations of the Company across all business units and subsidiaries, including NYIAX, CSI and API Media, reporting to the Chief Executive Officer with a direct line to the Board through the Chair of the Board; (ii) have all operating heads of the Company, including sales, marketing, product, technology, live events, human resources and information technology, report directly to the Chief Operating Officer; (iii) have the authority to hire, discipline and terminate employees and contractors below the officer level and to reorganize teams; (iv) have the authority to approve operating commitments of up to $100,000, with any commitment above $100,000 to be presented to the Board with a business case, and with every payment above $25,000 to require the dual approval of the Chief Operating Officer and the Chief Financial Officer; (v) have the authority to suspend any payment, contract or commitment that has not been approved by the Board or that is under review, including those relating to CyberCatch, Available Infrastructure, BankWyse, Jennie Tour, Helmex and IBM, pending a decision of the Board; (vi) be required to sign off on any contract, term sheet, letter of intent, partnership or public announcement, with Board approval also required above the applicable thresholds; and (vii) have access to all records, systems, bank statements, contracts, email and data of the Company and its subsidiaries, and the authority to terminate or renegotiate vendor, consultant and subscription arrangements; and
>
> FURTHER RESOLVED, that non-compliance with the directives of the Chief Operating Officer given within the foregoing authority shall be a disciplinary matter, that any commitment made outside of the foregoing authorities shall not bind the Company without ratification by the Board, and that the Chief Operating Officer shall report any breach directly to the Chair of the Board and the Chair of the Audit Committee.
>
> VOTE
>
> The resolutions were adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes

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Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

SONIA CHOI: TERMINATION OF EMPLOYMENT AND REMOVAL FROM OFFICE

The Board discussed the proposed termination of the employment of Sonia Choi. Mr. Moyer abstained from the vote on this item. Following discussion, upon motion duly made and seconded, the following resolutions were presented for approval:

> RESOLVED, that the employment of Sonia Choi with the Company be, and it hereby is, terminated, and that Ms. Choi be, and she hereby is, removed from any officer position with the Company and its subsidiaries, including as Chief Marketing Officer, in each case effective immediately, superseding her suspension effective October 30, 2026, and without prejudice to any and all of the Company's rights, all of which are reserved, including the right to determine that Cause exists;
>
> FURTHER RESOLVED, that any authority of Ms. Choi to act, sign or communicate for or on behalf of the Company or any of its subsidiaries be, and it hereby is, revoked; and
>
> FURTHER RESOLVED, that Company counsel be, and it hereby is, authorized to deliver notice of such termination to Ms. Choi's counsel by electronic mail, together with a severance agreement providing for two weeks' pay in exchange for a release, to coordinate with Ms. Gallo regarding the return of Ms. Choi's personal belongings located in the Company's office, and to respond to the demand letters received from Ms. Choi's counsel.
>
> VOTE
>
> The resolutions were adopted by the following 7-0 vote, with one abstention:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Abstention
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

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SUSPENDED EMPLOYEES: PAID LEAVE NOTICE AND SEVERANCE FRAMEWORK

The Board discussed the status of the employees of the Company who were suspended effective October 30, 2026. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that the Board hereby approves (i) the delivery by Sullivan & Worcester LLP, by overnight delivery, of a memorandum to each of the suspended employees confirming that the Company is reviewing the employment of persons who are related to directors, officers or other employees of the Company, that such employee has been placed on paid leave effective October 30, 2026, with no duties and no access to Company premises or systems, pending such review, and that the Company will provide a status update by November 18, 2026; and (ii) a standard severance framework of two weeks' pay in exchange for a release for any such employee whose employment is later terminated, and authorizes the Chief Executive Officer and the Chief Operating Officer, with the assistance of Company counsel, to implement the foregoing.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

NEPOTISM AND EMPLOYMENT OF RELATIVES POLICY

The Board discussed the policy principles proposed by Mr. Tirman regarding the employment or engagement of relatives of directors, officers and senior employees of the Company and its subsidiaries. Mr. Howitt abstained from the vote on this item. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that the Board hereby adopts in principle a Nepotism and Employment of Relatives Policy consistent with the principles presented to the Board at the Meeting, and directs Company counsel to prepare the final policy and a related amendment to the Company's Code of Conduct for adoption by the Board at its next meeting.

VOTE

The resolution was adopted by the following 7-0 vote, with one abstention:

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Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert.	Yes
Christopher Hardt	Yes
David Howitt	Abstention
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

BOARD GOVERNANCE: MEETING PROCEDURES AND APPROVAL THRESHOLDS

The Board reviewed the proposed meeting procedures and approval thresholds in the form circulated to the Board. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that, subject to the Company's Certificate of Incorporation, the Bylaws and applicable law, the Board hereby adopts the following procedures for all future meetings of the Board: (1) the agenda and materials will generally be circulated at least 48 hours in advance of each meeting; (2) the Chair will take each item to a decision, with time limits for each item; (3) interested directors will be recused, and each recusal will be recorded; (4) votes will be taken by roll call and recorded by name; (5) non-directors will attend only by invitation of the Board; (6) no meeting will be recorded without the consent of the Board; (7) Sullivan & Worcester LLP will keep the minutes; and (8) each meeting will close with an executive session of the independent directors; and
>
> FURTHER RESOLVED, that the approval of the Board shall be required for (i) any commitment of the Company in excess of $100,000 and (ii) any term sheet, letter of intent or public announcement of a transaction.
>
> VOTE
>
> The resolutions were adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

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LIQUIDITY, FINANCING PROPOSALS AND STRATEGIC REALIGNMENT

The Board discussed the Company's liquidity position and financing proposals received by the Company, and took separate action on the following items.

(a) Financing Standard. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that any financing proposal presented to the Company must include an identified investor and its ultimate beneficial owners, full know-your-customer information, independent and verified proof of funds held at a regulated financial institution, and complete terms, and must be presented through Company counsel.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

(b) Boom / Nathaniel Bradley Term Sheet. The Board discussed the non-binding term sheet relating to a proposed $100 million mixed debt and equity financing and African data joint venture, which was conditioned on, among other things, Mr. Bradley remaining as Chief Executive Officer. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that the Board hereby declines the Boom / Nathaniel Bradley term sheet presented to the Company.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes

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Jeffrey Tirman	Yes

(c) Xchange Capital / Paul Di Lucia Proposal. The Board discussed that the Company had not received investor names, proof of funds or other supporting documentation for the proposed investment. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

RESOLVED, that the Board hereby rejects the proposal of Xchange Capital / Paul Di Lucia presented to the Company.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

(d) Strategic Realignment. The Board discussed the strategic realignment framework proposed by Mr. Tirman and determined not to form a committee of the Board for this purpose. Mr. Moyer requested that the DataMeds letter of intent be added to the arrangements to be exited. Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

RESOLVED, that Brett Moyer, Teri Gallo, Christopher Hardt, Sriram Peruvemba and Kimberly Briskey, with the support of any other independent directors as they deem appropriate, be, and they hereby are, directed to work on the Company's strategic realignment, including focusing the Company on its revenue-generating lines of business, exiting the CyberCatch, Available Infrastructure, Jennie Tour, Helmex, BankWyse and DataMeds arrangements, renegotiating or exiting the IBM and SanQtum arrangements and implementing cost reductions, and that Ms. Gallo report back to the Board with the recommended next steps.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes

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Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

The Board further discussed DataMeds. Mr. Danovitch noted that the Company acknowledges the Current Report on Form 8-K filed by DataMeds and that there are no further obligations between the Company and DataMeds. The Board directed Sullivan & Worcester LLP to prepare a notification to DataMeds to that effect.

2026 ANNUAL MEETING AND DEFINITIVE PROXY STATEMENT

The Board discussed the Annual Meeting and the Company's proxy statement, including the comments received from the staff of the Securities and Exchange Commission (the "SEC"). Following discussion, upon motion duly made and seconded, the following resolution was presented for approval:

> RESOLVED, that the close of business on November 9, 2026 be, and it hereby is, fixed as the record date for the determination of the stockholders of the Company entitled to notice of, and to vote at, the Annual Meeting and any adjournment or postponement thereof.

VOTE

The resolution was adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

Mr. Tirman voted in favor of the foregoing resolution and stated for the record that he does not support Proposal 4 in the proxy statement relating to the Streeterville financing.

LEGAL, REGULATORY AND REPORTING UPDATES

The Board discussed legal, regulatory and reporting matters, including the SEC investigation (HO-15351), the Company's plan for a reverse stock split, and compliance with the continued listing requirements of The Nasdaq Stock Market LLC and related OTC market considerations. Following discussion, upon motion duly made and seconded, the following resolutions were presented for approval:

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RESOLVED, that the Board hereby confirms Sullivan & Worcester LLP as counsel of record for the Company in the SEC investigation (HO-15351) and confirms that a document hold is in place; and

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized to provide notice of circumstances to the Company's directors' and officers' liability insurance carrier.

VOTE

The resolutions were adopted by the following 8-0 vote:

Nathaniel Bradley	Not Present
Kimberly Briskey	Yes
Dr. Jeff M. Gilbert	Yes
Christopher Hardt	Yes
David Howitt	Yes
Helge Kristensen	Yes
Brett Moyer	Yes
Sriram Peruvemba	Yes
Jeffrey Tirman	Yes

EXECUTIVE SESSION

The independent directors then met in executive session. Present at the executive session were Kimberly Briskey, Dr. Jeff M. Gilbert, Christopher Hardt, David Howitt, Helge Kristensen, Sriram Peruvemba and Jeffrey Tirman, together with David E. Danovitch, Phillip Carnevale and Casey Olschwang of Sullivan & Worcester LLP. Ms. Gallo and Mr. Mbugua did not attend the executive session. At approximately 9:53 A.M., Mr. Bradley attempted to join the Meeting. Because the Board was then in executive session of the independent directors and Mr. Bradley is not an independent director, Mr. Bradley was not admitted to the executive session. Mr. Howitt left the Meeting at approximately 9:57 A.M. No formal action was taken in the executive session.

There being no further business to come before the Board, upon a motion duly made and seconded, the Meeting was adjourned at approximately 10:15 A.M.

Respectfully submitted:

Sullivan & Worcester LLP

As Secretary to the Meeting

By: DocuSigned by: David Danovitch A8FE2241E6724BE...

David E. Danovitch

Its: Partner

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Exhibit A
Notice of Meeting

(see attached)

Docusign Envelope ID: F70F24C8-363D-8ABD-82BC-B1BCF79CAA31

Board Meeting DVLT

BM

Brett Moyer <bmoyer@dvlt.ai>

Accept | Tentative | Decline

Required Stanley Mbugua; Nathaniel Bradley; Danovitch, David E.; Carnevale, Phillip; Segilia, Joseph E.; Nathaniel Bradley (Vault.email); Dr. Jeffrey Gilbert; Kimberly Briskey; David Howitt; Sriram Peruvemba; chrishardt1@gmail.com; Jeffrey Tirman; hkristensen@hansonggroup.com

Wed 11/4/2026 8:40 AM

We couldn't find this meeting in the calendar. It may have been moved or deleted.

Friday, November 6, 2026 9:00 AM-9:30 AM Microsoft Teams Meeting

External email

Microsoft Teams meeting

Join: https://teams.microsoft.com/meet/277666349892478?p=gRYYBlkbOBY38dRdpD

Meeting ID: 277 666 349 892 478 6

Passcode: UW9U9XS6

Need help? | System reference

For organizers: Meeting options
