



NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“Agreement”) is entered into by and between:

Audioengine LLC, a Texas limited liability company, located at 304 Progress Dr, Sherman, Texas 75092 (“Disclosing Party”), Extreme-Audio, located at: _____ (“Receiving Party”).

1. Purpose

- a. The parties intend to discuss potential business transactions involving confidential information related to products, pricing, and related materials (the “Purpose”). Confidential Information (as defined below) may be disclosed by the Disclosing Party to the Receiving Party in connection with these discussions.

2. Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by the Disclosing Party, whether in writing, orally, visually, electronically, or otherwise. Examples include, but are not limited to, pricing details, sales forecasts, marketing plans, business strategies, trade secrets, product designs, financial data, or other proprietary data labeled or identified as confidential. Information will not be deemed confidential if (a) it becomes publicly known through no fault of the Receiving Party, (b) it was known by the Receiving Party prior to disclosure, (c) it is disclosed by a third party without obligation of confidentiality, or (d) it is independently developed without reliance on the Disclosing Party’s Confidential Information.

3. Obligations of Receiving Party

The Receiving Party shall use Confidential Information only for the Purpose. The Receiving Party shall maintain Confidential Information in strict confidence, employing at least the same degree of care used to protect its own confidential material of similar nature. Disclosure to employees or professional advisors is permitted solely on a need-to-know basis, provided such recipients are bound by confidentiality obligations as restrictive as those in this Agreement. Prompt notification to the Disclosing Party is required upon discovering any unauthorized use or disclosure of Confidential Information.

4. Term

The obligations here remain effective for 1 year from the date Confidential Information is disclosed or until the Disclosing Party provides written release, whichever occurs first. This Agreement is effective as of the date of the last signature below.

This Agreement conveys no license or ownership rights in the Confidential Information. No additional obligations or commitments are created beyond the scope of this Agreement.

5. Remedies

Any breach of this Agreement by the Receiving Party may result in irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all other available legal remedies.

6. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of state or federal courts located in Texas to resolve any disputes arising out of this Agreement.

7. Entire Agreement

This Agreement constitutes the entire understanding regarding its subject matter and supersedes all prior or contemporaneous understandings, whether oral or written. Amendments or modifications must be made in writing and signed by both parties.

8. Severability

If any provision is deemed invalid or unenforceable, all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below:

Audioengine LLC (Disclosing Party)

Signature: _____

Name (Print): _____

Title: _____

Date: _____

[DEALER NAME] (Receiving Party)

Signature: _____

Name (Print): _____

Title: _____

Date: _____