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

FORM 8-K

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

Date of Report (Date of earliest event reported): **December 31, 2024**

WISA TECHNOLOGIES, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-38608**	**30-1135279**
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

15268 NW Greenbrier Pkwy **Beaverton, OR**	**97006**
(Address of registrant's principal executive office)	(Zip code)

(408) 627-4716
(Registrant's telephone number, including area code)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.0001 per share	WISA	The Nasdaq Capital Market

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Asset Purchase

On December 31, 2024 (the "Closing Date"), WiSA Technologies, Inc. (the "Company") completed its previously announced asset purchase of information technology assets, certain patents and trademarks (collectively, the "Acquired Assets") from Data Vault Holdings Inc. ("Data Vault"). At the closing (the "Closing"), pursuant to an asset purchase agreement, by and between the Company and Data Vault, dated as of September 4, 2024, and as amended by that certain amendment to the asset purchase agreement, dated as of November 14, 2024, and as further amended from time to time (the "Asset Purchase Agreement"), the Company acquired the Acquired Assets for an aggregate purchase price consisting of (i) $10,000,000 paid in the form of a promissory note issued by the Company to Data Vault (the "Promissory Note"), (ii) 40,000,000 shares (the "Closing Stock Consideration") of validly issued, fully paid and nonassessable shares of restricted common stock of the Company, par value $0.0001 per share (the "Common Stock"), issued by the Company to Data Vault and its designees, and (iii) the assumption of the transferred liabilities, which clauses (i) through (iii) above, collectively, comprised the total consideration paid for the Acquired Assets.

Second Asset Purchase Agreement Amendment

In connection with but prior to the Closing, on December 31, 2024, the Company and Data Vault entered into a second amendment to the Asset Purchase Agreement (the "Second Asset Purchase Agreement Amendment"). Pursuant to the Second Asset Purchase Agreement Amendment, among other things, the parties agreed to enter into an earnout agreement (the "Earnout Agreement") instead of a royalty agreement as set forth in the Asset Purchase Agreement, and the parties agreed that Data Vault will only appoint one director at the Closing to the board of directors of the Company (the "Board"), and Data Vault will have the right to appoint one other director within ninety (90) days after the Closing. The parties also agreed that Data Vault will transfer at least eighty-one percent (81%) of the Closing Stock Consideration to its stockholders, and neither Data Vault nor any of its stockholders will own in excess of 19.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of the Closing Stock Consideration. Pursuant to the Second Asset Purchase Agreement Amendment, Data Vault agreed to file a Certificate of Amendment with the Secretary of

State of the State of Delaware to change its company name, and the Company agreed to file a registration statement providing for the resale by Data Vault of Data Vault's 3,999,911 shares of Common Stock issued as part of the Closing Stock Consideration. The Company shall cause such registration statement to become effective by April 15, 2025. The Company and Data Vault further agreed that the Company may only amend, supplement or otherwise modify the transaction documents with approval of the disinterested members of the Board. The parties also updated the schedules describing the transferred assets and transferred liabilities.

Promissory Note

In connection with the Closing, the Company issued the Promissory Note in a principal amount of $10,000,000 and due on the third anniversary of the Closing (the "Maturity Date"). The Company agreed to pay interest to Data Vault on the aggregate unconverted and then outstanding principal amount of the Note at the rate of five and twelve hundredths percent (5.12%) per annum, accruing from the Closing.

The Promissory Note can be converted at Data Vault's option, partially or entirely, into shares of Common Stock, any time after the Maturity Date until the Promissory Note is fully paid off. The Promissory Note uses a conversion price equaling to seventy-five percent (75%) of the average VWAP (as defined in the Promissory Note) during the ten (10) consecutive trading days ending on the trading day that is immediately prior to the conversion date subject to a floor price of $1.116 per share (the "Conversion Price"). At Data Vault's sole discretion, upon a Change of Control (as defined in the Promissory Note), (i) the Company shall cause any successor entity to assume in writing all of the obligations of the Company under the Promissory Note, (ii) pay or cause to be paid to Data Vault the Note Balance (as defined below) in cash, or (iii) pay, at the closing of such Change of Control, in full satisfaction of the Company's obligations under the Promissory Note, an amount in cash or equivalent Common Stock to the amount Data Vault would have been paid if Data Vault converted its Note Balance into shares of Common Stock immediately prior to such closing, at the Conversion Price.

Pursuant to the Promissory Note, if Data Vault is considered an affiliate, the Company shall file within 30 days of the conversion date a registration statement on Form S-3 (or other appropriate form if the Company is not then S-3 eligible) providing for the resale by Data Vault of the shares of Common Stock issued under the Promissory Note. The Company shall cause such registration statement to become effective within 60 days following the filing thereof and to keep such registration statement effective at all times as long as Data Vault owns any shares issued under the Promissory Note.

The parties agreed that the Company may apply up to 25% of the amount of any payment to be made to Data Vault pursuant to the Promissory Note towards satisfaction of the amount, if any, owned by Data Vault to the Company under those certain senior secured promissory notes, dated June 13, 2024, August 7, 2024, September 23, 2024, and December 23, 2024 (collectively, the "Secured Notes" and the outstanding amount under the Secured Notes, collectively, the "Data Vault Note Balance"). The Note Balance on the Maturity Date will be automatically reduced by the amount of the Data Vault Note Balance.

Pursuant to the Promissory Note, if, at any time while the Promissory Note is outstanding, the Company enters into any capital raising or financing transaction, including without limitation any issuance by the Company of shares of Common Stock or Common Stock Equivalents (as defined in the Promissory Note) for cash consideration, indebtedness or a combination of units thereof (each, a "Subsequent Financing"), then the Company shall first pay to Data Vault at least 10% of the gross proceeds of such Subsequent Financing to redeem all or a portion of the Promissory Note, plus accrued but unpaid interest, plus liquidated damages, if any, and any other amounts then owing to Data Vault. If the aggregate gross proceeds of Subsequent Financings reach or exceed $50,000,000, then the Company shall repay the Promissory Note in full, including accrued but unpaid interest, liquidated damages, if any, and any other amounts, then owing to Data Vault.

The Promissory Note includes customary event of default provisions. Upon the occurrence of an event of default, the Promissory Note and all amounts due thereunder shall become, upon demand by Data Vault, immediately due and payable in cash. Additionally, upon the occurrence of an event of default, interest shall accrue daily at the rate of ten percent (10%) per annum on the aggregate outstanding principal balance and any other amounts then owing by Company to Data Vault.

Earnout Agreement

In connection with the Closing, the Company and Data Vault entered into the Earnout Agreement, dated as of December 31, 2024, pursuant to which the Company shall pay an amount equal to three percent (3%) of the gross revenue of the Company (including its subsidiaries and affiliates) generated from or otherwise attributable to any patents and patent applications included in the Acquired Assets, subject to customary deductions calculated in accordance with GAAP, and as further set forth in the Earnout Agreement. The earnout period commenced on the Closing Date and will end upon the expiration of the last to expire of the patents included in the Acquired Assets (the "Term"). The Company shall make the earnout payments to Data Vault on a quarterly basis during the Term.

The Earnout Agreement includes customary covenants regarding how the Company can operate its business during the term of the Earnout Agreement.

The foregoing summary of the Second Asset Purchase Agreement Amendment, the Promissory Note, and the Earnout Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such document, which is filed (without exhibits and schedules) as Exhibit 2.1, 4.1, and 10.1 respectively, to this Current Report on Form 8-K (this "Form 8-K") and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure required by this Item in connection with the Closing and included in Item 1.01 of this Form 8-K is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure required by this Item in connection with the issuance of the Promissory Note and included in Item 1.01 of this Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure required by this Item in connection with the Closing and included in Item 1.01, and in connection with the issuance of the Units (as defined below) and included in Item 5.02, of this Form 8-K is incorporated herein by reference.

The Closing Stock Consideration and the Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and may not be sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act. The securities will be issued and were issued in reliance upon exemptions from registration under Section 4(a)(2) of the Securities Act, and Rule 506 promulgated under Regulation D of the Securities Act.

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

On December 31, 2024, Brett Moyer submitted his resignation as Chief Executive Officer of the Company, effective upon the Closing. Mr. Moyer's resignation was not due to any disagreement with the Company, and Mr. Moyer will continue his employment with the Company as the Chief Financial Officer, and he will remain as a member of the Board. On December 31, 2024, the Company and Mr. Moyer entered into a new employment agreement, dated as of December 31, 2024 (the "Moyer Employment Amendment"). In his capacity as the Company's Chief Financial Officer, pursuant to the Moyer Employer Agreement, Mr. Moyer will receive an initial base salary of $420,000 per year, with an opportunity to receive an annual bonus, made available to the Company's senior management from time to time by the Board. Pursuant to the Moyer Employment Agreement, the Company will pay to Mr. Moyer a stay bonus of $400,000, payable in quarterly instalments during 2025.

On December 31, 2024, pursuant to the Asset Purchase Agreement, the Board appointed Nathaniel Bradley as the Company's new principal executive officer and a member of its Board, effective upon the Closing. On December 31, 2024, the Company and Mr. Bradley entered into an employment agreement, dated as of December 31, 2024 (the "Bradley Employment Amendment"). In his capacity as the Company's Chief Executive Officer, pursuant to the Bradley Employment Agreement, Mr. Bradley will receive an initial base salary of $450,000 per year, with an opportunity to receive an annual bonus, made available to the Company's senior management from time to time by the Board.

Other than arrangements under the Asset Purchase Agreement, there are no other arrangements or understandings between Mr. Bradley and any other persons pursuant to which he was appointed as Chief Executive Officer or a member of the Board. There are also no family relationships between any of the Company's directors or officers and Mr. Bradley. Mr. Bradley will receive standard board compensation for his service as a director.

In connection with the Closing, Data Vault transferred 3,446,456 shares of Common Stock to Mr. Bradley as part of the Closing Stock Consideration, in the aggregate value of approximately $7,065,234, based on his position as a stockholder of Data Vault. Other than as set forth above, there are no related party transactions between Mr. Bradley and the Company that would require disclosure under Item 404(a) of Regulation S-K.

On December 31, 2024, the Company and Mr. Bradley entered into an inducement award agreement (the "Inducement Award Agreement"), pursuant to which Mr. Bradley was granted 1,200,000 units of restricted stock of the Company (the "Units") as an inducement material to Mr. Bradley's entering into employment with the Company. The Units were approved by the Board and granted outside of the Company's 2020 Stock Incentive Plan and 2018 Long-Term Stock Incentive Plan in accordance with Nasdaq Listing Rule 5635(c)(4). The Inducement Award Agreement contemplates half of the Units vesting in equal 3-month installments over a 36-month period beginning March 20, 2025, and the other half of the Units vesting upon the Company's aggregate revenue equaling or exceeding $40 million over any trailing 12 calendar month period ending on or prior to the date that is 5 years from the grant date.

Mr. Bradley, age 49, has served as Chief Executive Officer and sole member of the board of Data Vault since October 2018, and as Chief Executive Officer of Intellectual Property Network, Inc. since January 2008. Prior to joining Data Vault, Mr. Bradley served as Chief Technology Officer of Parallax Health Sciences, Inc. between 2018 and 2021. Mr. Bradley holds no public company directorships other than with the Company and has only held the forementioned position in the Company during the previous five years. Mr. Bradley earned a bachelor's degrees in business administration and marketing from the University of Phoeniz. The Company believes that Mr. Bradley's extensive experience as an inventor across diverse fields such as Internet broadcasting, mobile advertising, behavioral healthcare, blockchain, cybersecurity, AI, and data science gives him the qualifications and skills to serve as a director.

The foregoing summary of the Moyer Employment Agreement, the Bradley Employment Agreement, and the Inducement Award Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such document, which is filed as Exhibit 10.3, 10.4, and 10.5 respectively, to this Form 8-K and incorporated herein by reference.

Item 8.01 Other Events.

On January 7, 2024, the Company issued a press release (the "Press Release") announcing the Closing and Mr. Bradley's Inducement Award Agreement. A copy of the Press Release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired

The Company has determined that the Closing will not constitute an acquisition of a significant amount of assets (as defined in Instruction 4 of Item 2.01) and, as such, financial statements contemplated by Item 9.01 of Form 8-K are not required to be reported by Form 8-K with respect to such acquisition.

(b) Pro forma financial information

The Company has determined that the Closing will not constitute an acquisition of a significant amount of assets (as defined in Instruction 4 of Item 2.01) and, as such, pro forma financial information contemplated by Item 9.01 of Form 8-K is not required to be reported by Form 8-K with respect to such acquisition.

(d) Exhibits

Exhibit No.	Description
2.1*	Second Amendment to the Asset Purchase Agreement, dated as of December 31, 2024, by and between WiSA Technologies, Inc. and Data Vault Holdings Inc.
4.1	Promissory Note, dated as of December 31, 2024, by WiSA Technologies, Inc.
10.1*	Earnout Agreement, dated as of December 31, 2024, by and between WiSA Technologies, Inc. and Data Vault Holdings Inc.
10.3*	Employment Agreement for Brett Moyer, dated as of December 31, 2024.
10.4	Employment Agreement for Nathaniel Bradley, dated as of December 31, 2024.
10.5*	Inducement Award Agreement, dated as of December 31, 2024, by and between WiSA Technologies, Inc. and Nathaniel Bradley.
99.1	Press Release.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Schedules and exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule to the Securities and Exchange Commission upon request.

SIGNATURES

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

Date: January 7, 2025

WISA TECHNOLOGIES, INC.

By: /s/ Nathaniel Bradley
Name: Nathaniel Bradley
Title: Chief Executive Officer

Exhibit 2.1

SECOND AMENDMENT TO
ASSET PURCHASE AGREEMENT

This Second Amendment to Asset Purchase Agreement (this "Amendment") is made and entered into as of December 31, 2024, by and between WiSA Technologies, Inc., a Delaware corporation (together with its successors, "Purchaser"), and Data Vault Holdings Inc., a Delaware corporation ("Seller"). Capitalized terms used herein without definition shall have the same definition ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, the Asset Purchase Agreement was made and entered into as of September 4, 2024 (as amended by that certain Amendment to Asset Purchase Agreement dated as of November 14, 2024, the "Purchase Agreement"), by and among Purchaser and Seller, pursuant to which the Company has agreed to purchase, assume and accept from Seller all of the rights, title and interests in, to and under the Acquired Assets, and products and services solely to the extent they utilize the Acquired Assets, including Seller's information technology assets, certain patents, trademarks, and software source code;

WHEREAS, Section 11.8 of the Purchase Agreement provides that the Purchase Agreement may be amended, supplemented or otherwise modified by a written instrument executed by both Seller and Purchaser; and

WHEREAS, Purchaser and Seller desire to amend the Purchase Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment to Recitals. Recital D shall be amended in its entirety to read as follows, and all the references to the Royalty Agreement shall be changed to Earnout Agreement:

D. Concurrently with the consummation of the transactions contemplated by this Agreement, Purchaser and Seller shall enter into an Earnout Agreement, in a form to be mutually agreed between the Parties, providing for Purchaser's obligations to make earnout payments to Seller in an amount equal to 3% of Purchaser's net revenue generated from or otherwise attributable to any patent rights included in the Transferred Assets, commencing as of the Closing and ending upon the expiration (on a patent-by-patent basis) of such patent rights, as further set forth therein (the "Earnout Agreement").

2. Amendment to Section 3.1(b). Section 3.1(b) shall be amended in its entirety to read as follows:

(b) At the Closing, Purchaser shall deliver to Seller the Promissory Note and issue to Seller and/or its designees the Closing Stock Consideration.

3. Amendment to Section 4.24(b). Section 4.24(b) shall be amended in its entirety to read as follows:

(b) Seller represents that it is an "Accredited Investor" as that term is defined in Rule 501 of Regulation D of the Securities Act and that no general solicitation or advertising in connection with the offering of the Closing Stock Consideration to the Seller has occurred.

4. Addition to ARTICLE VI. The following shall be added as Section 6.18 under ARTICLE VI:

6.18 Board Designee. Within ninety (90) calendar days after the Closing Date, Purchaser shall have caused the nomination and election to its board of directors of one individual designated by Seller in and reasonably acceptable to Purchaser. Further, Seller agrees that it will not propose any individual as the board designee to be a member of Purchaser's board of directors whose background does not comply with or would disqualify Purchaser from complying with (i) applicable securities laws, (ii) contractual obligations to and rules of any market or exchange on which the Common Stock is listed or quoted for trading on the date in question (including, without limitation, the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, or the OTC Bulletin Board or OTCQB Marketplace operated by OTC Markets Group, Inc. (or any successors to any of the foregoing)), and (iii) the criteria for directors set forth in the then current charter of the Purchaser's nominating committee, and will not disqualify Purchaser from being able to conduct any public offering or private placement pursuant to either Rule 506 (b) or (c) and any "bad boy" provisions of any state securities laws.

5. Addition to ARTICLE VI. The following shall be added as Section 6.19 under ARTICLE VI:

6.19 Distribution of Closing Stock Consideration. Immediately after the Closing, during the Closing Date, Seller shall transfer at least eighty-one percent (81%) of the Closing Stock Consideration to its stockholders, and neither Seller nor any of its stockholders will own in excess of 19.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of the Closing Stock Consideration.

6. Deletion to ARTICLE VII. Section 7.1(e) shall be deleted in its entirety and the rest of numbering of Section 7.1 shall be adjusted accordingly.

7. Addition to ARTICLE VII. The following shall be added as new Section 7.1(f) under ARTICLE VII:

(g) Listing Application. Nasdaq shall have approved the Purchaser's listing application, as required under the applicable Nasdaq rules.

8. Addition to ARTICLE VIII. The following shall be added as new Section 8.4 under ARTICLE VIII:

(p) Name Change. Simultaneous with or within five (5) Business Days after the Closing, Seller shall have filed a Certificate of Amendment with the Secretary of State of the State of Delaware to change its company name, which shall not include the names "Data Vault" or "Adio".

9. Addition to ARTICLE VIII. The following shall be added as new Section 8.5 under ARTICLE VIII:

(p) Registration. Purchaser shall file a Registration Statement on Form S-3 (or on Form S-1 if Form S-3 is not available to Purchaser), as soon as practicable, providing for the resale by Seller of the Seller's 3,999,911 shares issued as part of the Closing Stock Consideration, or shall include such shares in any other registration statement on Form S-3 or Form S-1 filed by Purchaser. Purchaser shall use its commercially reasonable efforts to cause such registration statement to become effective

by April 15, 2025, and to keep such registration statement effective at all times (except for any periods in connection with the filing of post-effective amendments as reasonably determined by Purchaser's counsel to be required) until Seller no longer owns any shares of Common Stock issued as part of the Closing Stock Consideration.

10. Addition to ARTICLE VII. The following shall be added as Section 7.2(r) under ARTICLE VII:

(r) Code of Arms. Seller shall have delivered evidence, in a form reasonably satisfactory to Purchaser, that Code of Arms Ltd is willing to enter into a new joint venture agreement, or similar, with Purchaser, with substantially the same terms and conditions as in that certain Joint Venture Agreement, dated as of December 7, 2023, by and between Seller and Code of Arms Ltd. (the "Existing Code of Arms Agreement").

11. Amendment to ARTICLE VII. Section 7.3(f) shall be amended in its entirety to read as follows:

(f) Board Composition. Purchaser shall have caused the nomination and election of Nathaniel Bradley to its board of directors.

12. Amendment to ARTICLE VIII. Section 8.2(a) shall be amended in its entirety to read as follows, and all the references to the Bill of Sale, Assignment and Assumption Agreement shall be changed to Assignment Agreement:

(a) an executed copy of a short form assignment agreement, in a form to be mutually agreed between the Parties, reflecting the assignment of the Transferred Assets and assumption of the Assumed Liabilities (the "Assignment Agreement");

13. Amendment to ARTICLE XI. Section 11.8 shall be amended in its entirety to read as follows:

This Agreement and the Transaction Documents may be amended, supplemented or otherwise modified only by a written instrument executed by both Seller and Purchaser (with approval of the disinterested members of Purchaser's board of directors). No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, or a failure or delay by any Party in exercising any power, right or privilege under this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained herein, and in any documents delivered or to be delivered pursuant to this Agreement and in connection with the Closing hereunder. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Seller and Purchaser may, at any time prior to the Closing, (a) extend the time for the performance of the obligations or acts of the Parties hereto, (b) waive any inaccuracies in the representations and warranties (of the other Party hereto) that are contained in this Agreement or (c) waive compliance by the other Party hereto with any of the agreements or conditions contained in this Agreement.

14. Amendment to Exhibit A. Exhibit A of the Purchase Agreement shall be amended and restated in its entirety to read as set out in Exhibit B of this Amendment.

15. Amendment to Exhibit B. Exhibit B of the Purchase Agreement shall be amended and restated in its entirety to read as set out in Exhibit C of this Amendment.

16. Amendment to Exhibit C. Exhibit B of the Purchase Agreement shall be amended and restated in its entirety to read as set out in Exhibit D of this Amendment.

17. Amendment to Schedule 7.2(f). Schedule 7.2(f) of the Purchase Agreement shall be amended in its entirety to read as set out in the Exhibit A of this Amendment.

18. No Other Modification. Except as specifically amended by the terms of this Amendment, all terms and conditions set forth in the Purchase Agreement shall remain in full force and effect, as applicable.

19. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any rule or principle that might refer the governance or construction of this Amendment to the Laws of another jurisdiction.

20. Entire Agreement. This Amendment contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained therein and may not be contradicted by evidence of any alleged oral agreement.

21. Further Assurances. Each party to this Amendment agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.

22. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile, .pdf and other electronic execution and delivery of this consent is legal, valid and binding for all purposes.

23. Headings. The descriptive headings of the various provisions of this Amendment are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to be effective for all purposes as of the date first above written.

WISA TECHNOLOGIES, INC.

By: /s/ Brett Moyer
Name: Brett Moyer
Title: Chief Executive Officer

DATA VAULT HOLDINS INC.

By: /s/ Nathaniel Bradley
Name: Nathaniel Bradley
Title: Chief Executive Officer

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAS BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

Original Issue Date: December 31, 2024
Original Principal Amount: $10,000,000

CONVERTIBLE PROMISSORY NOTE

THIS CONVERTIBLE PROMISSORY NOTE (this "Note") is a duly authorized and validly issued Convertible Promissory Note of WiSA Technologies, Inc., a Delaware corporation (the "Company"), having its principal place of business at 15268 NW Greenbrier Pkwy, Beaverton, OR 97006, and to be issued pursuant to that certain Asset Purchase Agreement between the Company and Data Vault Holdings Inc., a Delaware corporation ("Datavault"), dated as of September 4, 2024, as amended from time to time (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

FOR VALUE RECEIVED, the Company promises to pay to Datavault or its registered assigns (the 'Holder"), the principal sum of $10,000,000 on December 31, 2027 (the "Maturity Date") or such earlier date as is required or permitted under this Note, and to pay interest to the Holder on the then outstanding principal amount of this Note on and after the Original Issue Date, in accordance with the provisions hereof. This Note is subject to the following additional provisions:

1. Payment and Maturity; Interest.

(a)The entire outstanding principal amount of this Note, together with any accrued but unpaid interest thereon and any other sums due under this Note (collectively, the "Note Balance"), shall be due and payable on the Maturity Date. All payments of interest and principal shall be in lawful money of the United States of America except as set forth in Section 2(a) hereof. All payments shall be applied first to accrued interest, and thereafter to principal. If any payments on this Note become due on a day which is not a Trading Day, such payment may be due on the next succeeding Trading Day (as defined below) and such extension of time shall be included in computing interest in connection with such payment.

(b)The Company shall pay interest (compounded annually and computed on the basis of a 365-day year for the actual number of days elapsed) on the outstanding principal amount under this Note at the rate of five and twelve hundredths percent (5.12%) per annum, accruing from the Original Issue Date until paid in full or converted as provided herein, except as otherwise set forth in this Note.

2. Conversion.

(a) Optional Conversion. At any time on or after the Maturity Date, the Holder may convert (the 'Optional Conversion") the Note Balance into shares common stock of the Company, par value $0.0001 per share (the "Common Stock") at a conversion price equaling to seventy-five percent (75%) of the average VWAP of Common Stock during the ten (10) consecutive Trading Days ending on the Trading Day immediately preceding the Optional Conversion Date, subject to a floor price of $1.116 per share (the "Conversion Price"), on the terms and conditions set forth herein. Such Optional Conversion may be made in whole or in part by delivery of a written notice by the Holder to the Company (such date of notice, the "Optional Conversion Date"). Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Note to the Company until this Note is no longer outstanding. As used herein:

i. "Trading Day" means a day on which the principal Trading Market is open for trading.
ii. "Trading Market" means any of the following markets or exchanges on which the shares of Common Stock will, in accordance with the terms hereof, be listed or quoted for trading on the date in question: the NYSE American; the Nasdaq Capital Market; the Nasdaq Global Market; the Nasdaq Global Select Market; or the New York Stock Exchange (or any successors to any of the foregoing).
iii. "VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

(b) Conversion on a Change of Control. If there shall be a Change of Control (as defined below) at any time while this Note remains outstanding and prior to the Optional Conversion Date, then upon the election of the Holder made at the Holder's sole discretion, the Company shall, as a condition to the effectiveness of such Change of Control (1) cause any successor entity in a Change of Control in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Note pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder prior to such Change of Control Fundamental Transaction pay to the Holder, (2) pay or cause to be paid to the Holder the Note Balance in cash, or (3) pay, at the closing of such Change of Control, in full satisfaction of the Company's obligations under the Note, an amount in cash or equivalent Common Stock equal to the amount the Holder would have been paid if the Holder converted its Note Balance into shares of Common Stock immediately prior to such closing, at the Conversion Price. The Company shall provide written notice of the Change of Control (including a summary of the material terms thereof and the closing date) to the Holder, at such Holder's address appearing in the records of the Company, at least ten (10) business days prior to the date fixed for the closing of the Change of Control. "Change of Control" shall mean a merger or consolidation in which the Company's stockholders immediately prior to the transaction do not own, directly or indirectly, more than 50% of the capital stock of the surviving corporation, the acquisition of more than 50% of the Company's outstanding capital stock by a single person, entity or group or persons or entities acting in concert, which person(s), entity/entities or group was/were not affiliated with the Company prior to such acquisition, or sale or transfer of all or substantially all of the assets of the Company or a reverse triangular merger in which the

Company is the surviving entity but the shares of the Company's stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise; provided, however, that the closing of the transaction contemplated by the Asset Purchase Agreement shall not be considered a Change of Control for the purposes of this Section 2(b).

(c) Fractional Shares. No fractional shares of capital stock of the Company shall be issued upon conversion of this Note. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Company shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

(d) Mechanics of Conversion.

(i)The date of conversion of this Note (the " Conversion Date"), as applicable, shall be the earliest of (A) the Optional Conversion Date if this Note is converted pursuant to Section 2(a) or (B) the closing date of the Change of Control if this Note is converted pursuant to Section 2(b). Subject to Section 2(a), on or before the Conversion Date, the Holder shall surrender this Note for conversion at the place designated in any applicable notice or to the Company if not so designated. In connection with surrendering this Note, the Holder shall deliver a notice which shall state the Holder's name or the names of its nominees in which such holder wishes the certificate for shares of Common Stock to be issued. If required by the Company, the Note surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of surrender, in form satisfactory to the Company, duly executed by the Holder or its attorney duly authorized in writing. The Company shall, as soon as practicable after the Conversion Date, issue and deliver to the Holder, or to its nominees, a certificate for the number of shares of Common Stock, to which the Holder shall be entitled, together with cash in lieu of any fraction of a share. In connection with the conversion of this Note, the Holder shall execute and deliver to the Company any documentation reasonably required by the Company. Subject to Section 2(a), the Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has surrendered this Note to the Company and delivered to the Company any such documentation.

(ii)Upon any conversion of this Note, no adjustments to the Conversion Price shall be made for any declared or accrued but unpaid dividends on the capital stock delivered upon conversion.

(iii)If this Note shall have been converted in part, the Company shall, at the request of a Holder and upon surrender of this Note, at the time of delivery of the Underlying Shares (as defined below), deliver to the Holder a new Note evidencing the rights of the Holder to purchase the unconverted Underlying Shares called for by this Note, which new Note shall in all other respects be identical with this Note. In the event this Note is converted in full, then immediately upon the Conversion Date, this Note shall no longer be deemed to be outstanding and all rights of the Holder with respect to this Note shall immediately cease and terminate, except only the right of the Holder to receive the shares of Company capital stock to which it is entitled as a result of the conversion on the Conversion Date and/or the payment of cash, as applicable. Notwithstanding the foregoing, in the event that a Change of Control is not consummated on or about the date set for such closing, this Note shall be deemed to continue to remain outstanding.

(iv)The Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Company capital stock in a name other than that of the Holder, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid.

3. Transfer Restrictions; Registration Rights.

(a)This Note and the shares of Common Stock, into which the Note may be converted (the " Underlying Shares", and together with the Note, the "Securities") may only be transferred in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement (the "Registration Statement") or Rule 144, to the Company or to an Affiliate of the Holder, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of the Holder under this Agreement.

(b) The Holder agrees to the imprinting, so long as is required by this Section 3, of a legend on any of the Securities in the following form:

"THE ISSUE AND SALE OF THIS SECURITY AND THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, THIS SECURITY AND THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

(c) Certificates evidencing the Underlying Shares shall not contain any legend (including the legend set forth in Section 3(b) hereof): (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, (ii) if such Underlying Shares are eligible for sale under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Underlying Shares and without volume or manner-of-sale restrictions, or (iii) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the U.S. Securities and Exchange Commission (the "SEC")). The Company shall cause its counsel to issue a legal opinion to the transfer agent or the Holder promptly if required by the transfer agent to effect the removal of the legend hereunder, or if requested by the Holder (if any of the foregoing conditions are satisfied), respectively. If all or any portion of a Note is converted at a time when there is an effective registration statement to cover the resale of the Underlying Shares, or if such Underlying Shares may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Underlying Shares and without volume or manner-of-sale restrictions or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC), then such Underlying Shares shall be issued free of all legends. The Company agrees that at such time as such legend is no longer required under this Section 3(c), it will, no later than two (2) Trading Days (such date, the "Legend Removal Date"), deliver or cause to be delivered to the Holder a certificate representing such shares that is free from all restrictive and other legends. Certificates for Underlying Shares subject to legend removal hereunder shall be transmitted by the transfer agent to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company System as directed by the Holder.

(d) The Holder agrees with the Company that the Holder will sell any Securities pursuant to either the registration requirements of the Securities Act, including any

applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 3 is predicated upon the Company's reliance upon this understanding.

(e)If the Holder is considered an Affiliate, the Company shall file within 30 days of the Conversion Date a registration statement on Form S-3 (or other appropriate form if the Company is not then S-3 eligible) providing for the resale by the Holder of the shares issued hereunder. The Company shall use commercially reasonable efforts to cause such registration statement to become effective within 60 days following the filing thereof and to keep such registration statement effective at all times as long as the Holder owns any shares issued hereunder.

4. Events of Default.

(a) "Event of Default" wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body) shall have occurred:

(i)any failure to pay to the Holder the principal amount of this Note, any interest on this Note or other sums due under this Note, as and when the same shall become due and payable (whether upon demand following the Maturity Date or by acceleration or otherwise);

(ii)the institution against the Company of any proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally, which proceeding is not dismissed within thirty (30) days of filing;

(iii)the institution by the Company of any proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally or the making by the Company of an assignment for the benefit of creditors; or

(iv)there shall be a dissolution, termination of existence, suspension or discontinuance of the Company's business for a continuous period of twenty (20) days or it ceases to operate as going concern.

(b) Remedies upon Event of Default. Upon the occurrence of an Event of Default, the then outstanding principal amount of this Note, together with any accrued interest thereon and any other sums due under this Note, shall become, upon demand by the Holder (which demand shall not be required in the case of an Event of Default described in Section 4(a)(ii)-(iv)), immediately due and payable in cash. Furthermore, in addition to any other remedies, the Holder shall have the right (but not the obligation) to convert, on one or more occasions all or part of this Note in accordance with Section 2(d) at any time after (a) an Event of Default or (b) the Maturity Date. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, (other than any required notice of conversion) and the Holder may immediately enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by the Holder in writing at any time prior to payment hereunder. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

From and after the occurrence and during the continuance of any Event of Default, interest shall accrue daily at the rate of ten percent (10%) per annum, and such interest shall be added to the outstanding principal amount under this Note monthly. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, and Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively and concurrently.

5. Repayment; Prepayment.

(a)The Company may apply up to 25% of the amount of any payment to be made to the Holder pursuant to Section 7(a) towards satisfaction of the amount, if any, owned by the Holder to the Company under those certain senior secured promissory notes, dated June 13, 2024, August 7, 2024, September 23, 2024, and December 23, 2024 (collectively, the "Secured Notes" and the outstanding amount under the Secured Notes, collectively, the "Datavault Note Balance"). The Note Balance on the Maturity Date will be automatically reduced by the amount of Datavault Note Balance. The Company hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in the Secured Notes, the maturity dates for each of the Secured Notes will be deemed to be the later of the (1) the maturity date set forth in such Secured Note and (2) the date on which the Holder has received payments pursuant to Section 7(a) in an amount sufficient to satisfy its payment obligations under such Secured Note.

(b)At any time after the Original Issue Date, the Company may prepay this Note in whole or in part at any time with the written consent of the Holder. All accrued and unpaid interest on this Note shall be paid at the time of such prepayment.

6. No Rights as Stockholder. Nothing contained in this Note shall be construed as conferring upon the Holder or its transferees the right to vote or to receive dividends or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or of any other matter, or any rights whatsoever as a stockholder of the Company, unless and to the extent the Note has been converted into shares of Common Stock.

7. Subsequent Financing.

(a)Subject to the provisions of this Section 7, if, at any time while this Note is outstanding, the Company enters into any capital raising or financing transaction, including without limitation any issuance by the Company of shares of Common Stock or Common Stock Equivalents (as defined below) for cash consideration, indebtedness or a combination of units thereof (each, a "Subsequent Financing"), then on or prior to the fifth (5th) Trading Day following the consummation of such Subsequent Financing, the Company shall first pay to the Holder at least 10% of the gross proceeds of such Subsequent Financing (or such lesser amount as may be required to satisfy and pay in full the amount of this Note) to redeem all or a portion of this Note, plus accrued but unpaid interest, plus liquidated damages, if any, and any other amounts then owing to the Holder in respect of this Note (a "Mandatory Redemption"). The Company shall deliver notice to the Holder of a Subsequent Financing at least five (5) Trading Days prior to the closing of such Subsequent Financing (the "Pre-Notice"), which Pre-Notice shall ask such Holder if it wants to review the details of such financing (such additional notice, a "Mandatory Redemption Notice" and the date such Mandatory Redemption Notice is deemed delivered hereunder, the "Mandatory Redemption Notice Date"). As used herein, "Common Stock Equivalents" means any securities of the Company that entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

(b)If, at any time while this Note is outstanding, the aggregate gross proceeds of Subsequent Financings reach or exceed $50,000,000, then the Company shall repay the Note in full, including accrued but unpaid interest, liquidated damages, if any, and any other amounts, then owing to the Holder in respect of this Note, following the procedures set out in Section 7(a).

8. Holder's Conversion Limitations. Except as set forth in this Section 8, a Holder shall not have the right to convert any portion of this Note and this Note shall not be automatically converted, to the extent that after giving effect to such conversion, such Holder (together with such Holder's Affiliates, any other Persons acting as a group together, and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's and the other Attribution Parties for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act," and such Persons, "Attribution Parties")) would beneficially own in excess of 19.99% (the "Beneficial Ownership Limitation") of the shares of Common Stock outstanding immediately after giving effect to such conversion. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Person and its Affiliates shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (i) exercise of the remaining, unconverted portion of this Note beneficially owned by such Person and its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such Person and its Affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. For purposes of this Section 8, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (1) the Company's most recent Form 10-K, Proxy Statement, Form 10-Q, Current Report on Form 8-K or other public filing with the Commission, as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. For any reason at any time, upon the written or oral request of a Holder, where such request indicates that it is being made pursuant to this Section 8, the Company shall within one (1) Trading Day confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by a Holder and its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. Subject to compliance with Nasdaq Listing Rules, upon delivery of a written notice to the Company, a Holder may from time to time increase or decrease the Beneficial Ownership Limitation to any other percentage as specified in such notice; provided that (i) any such increase in the Beneficial Ownership Limitation will not be effective until the sixty-first (61st) day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to such Holder and not to any other holder of this Note. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms hereof in excess of the Beneficial Ownership Limitation shall not be deemed to be beneficially owned by a Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. No prior inability to convert this Note pursuant to this Section 8 shall have any effect on the applicability of the provisions of this Section 8 with respect to any subsequent determination of whether this Note may be converted. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 8 to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 8 or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

9. General.

(a) Reservation of Stock. Upon any conversion of this Note, the Company will take all corporate action as may be necessary to increase its authorized but unissued shares of Common Stock, to such number of shares as shall be sufficient to effect the conversion of this Note, including, without limitation, using commercially reasonable efforts to obtain the requisite board and stockholder approval of any necessary amendment to the Company's certificate of incorporation.

(b) Enforcement Expenses. The Company agrees to pay all costs and expenses of the Holder in enforcing or exercising its rights under this Note, including, without limitation, reasonable attorneys' fees and expenses and the fees and expenses of any expert witnesses.

(c) Successors and Assigns. This Note, and the obligations and rights hereunder, shall be binding upon and inure to the benefit of, as applicable, the Company, the Holder, and their respective heirs, successors and permitted assigns. This Note may not be assigned by the Holder without the prior written consent of the Company.

(d) Amendments; Waivers. No provision in this Note may be modified, amended or waived (either generally or in a particular instance and either retroactively or prospectively) unless it is in a writing signed by the Company and the Holder. No waiver of any default with respect to any provision, condition or requirement of this Note shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of the Holder to exercise any right hereunder in any manner impair the exercise of any such right.

(e) Severability. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.

(f) Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Notwithstanding any other provision of this Note, the Company shall not be required to pay any interest or other amounts, fees or charges in excess of the maximum permitted by applicable law; any payments in excess of such maximum shall be refunded to the Company or credited to reduce principal hereunder.

(g) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL- ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Notices. All notices, requests, consents and demands shall be made in writing to the Company or to the Holder of this Note at their respective addresses set forth in the Asset Purchase Agreement or to such other address as provided therein. All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business

day following the day such notice is delivered to the courier service, (iii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, or (iv) if sent by registered or certified mail, on the fifth day following the day such mailing is made.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Note has been executed and delivered as of the date first above written by the duly authorized representative of the Company.

WISA TECHNOLOGIES, INC.

By: /s/ Brett Moyer
Name: Brett Moyer
Title: Chief Executive Officer

Agreed and Accepted:

DATA VAULT HOLDINGS INC.

By: /s/ Nathaniel Bradley
Name: Nathaniel Bradley
Title: Chief Executive Officer

Exhibit 10.1

EARNOUT AGREEMENT

This EARNOUT AGREEMENT (this "Agreement") is entered into December 31, 2024 by and between WiSA Technologies, Inc., a Delaware corporation (the "Company") and Data Vault Holdings Inc., a Delaware corporation (the "Beneficiary," and together with the Company, the "Parties"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Parties are entering into this Agreement pursuant to that certain asset purchase agreement, dated as of September 4, 2024, as amended from time to time (the "Purchase Agreement"), by and between the Company and the Beneficiary.

WHEREAS, as part of the transactions contemplated in the Purchase Agreement, the Beneficiary shall be entitled to certain payments as set forth in the Purchase Agreement based upon the revenue generated from or otherwise attributable to any patent rights included in the Acquired Assets.

WHEREAS, the Beneficiary and the Company have agreed that calculation and payment of such earnout amounts is to be made in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and provisions contained herein, the Beneficiary and the Company agree as follows:

1. Definitions.

"Commencement Date" means January 1, 2025.

"Earnout Amount" means, with respect to each Earnout Period, an amount equal to 3% of the Net Revenue for such Earnout Period.

"Earnout Payment" means each payment made pursuant to Section 2 below for the applicable Earnout Period.

"Earnout Period" means each quarterly period ending March 31, June 30, September 31 or December 31 from and after the Commencement Date until and including the quarterly period in which the Term expires.

"Net Revenue" means, for any period, the gross revenue of the Company (including its subsidiaries and affiliates) generated from or otherwise attributable to any products and/or services incorporating or otherwise utilizing the Patent Rights, subject to customary deductions calculated in accordance with GAAP, consistently applied, and as set forth on Exhibit B, and consistent with the Company's accounting policies and past practices.

"Net Revenue Statement" shall have the meaning assigned to such term in Section 3(a).

"Patent Rights" means all rights, to the extent not expired, in and to any national, regional and international issued patents and patent applications included in the Acquired Assets.

"Term" means the period commencing as of the Closing Date and ending upon the expiration of the last to expire of the Patent Rights, as set forth in Exhibit A.

2. Earnout Payments.

(a) Payment of Earnout Payments.

(i) For each Earnout Period during the Term, the Company shall pay the Earnout Amount with respect to such Earnout Period (each such payment, an "Earnout Payment"), by wire transfer of immediately available funds to one or more bank accounts designated by the Beneficiary, within 10 Business Days following the date that the Earnout Amount for such Earnout Period becomes final and binding in accordance with Section 3. The Parties agree to negotiate in good faith on any reasonable and good faith requests by a Party to adjust the methodology of calculating Net Revenue with respect to any specific product and/or service incorporating or otherwise utilizing the Patent Rights.

(ii) The Beneficiary shall not be entitled to any interest on any payments under this Agreement.

(b) Right of Setoff. The Company shall have the right to withhold and set off against any amount owed by the Beneficiary to the Company under the Purchase Agreement.

3. Net Revenue Statement; Dispute Resolution.

(a) As promptly as practicable, but in no event more than 30 Business Days following the end of the Earnout Period with respect to the first three Earnout Periods of the fiscal year, and in no event more than 45 Business Days following the end of the Earnout Period with respect to the last Earnout Period of the fiscal year, the Company shall prepare or cause to be prepared and delivered to the Beneficiary a written statement setting forth the Company's good faith calculation of Net Revenue and the Earnout Amount for such Earnout Period, together with reasonable supporting documentation used in making such determination (the "Net Revenue Statement"). During the 10 Business Days immediately following the Beneficiary's receipt of the Net Revenue Statement and during the period in which any dispute with respect thereto is pending and unresolved, the Company shall provide the Beneficiary reasonable access during normal business hours to such books and records of the Company as the Beneficiary may reasonably request in order to review and verify the Company's calculation of Net Revenue and the Earnout Amount as set forth in the Net Revenue Statement, and the Company shall use its commercially reasonable efforts to cooperate, and to cause employees, accountants and other representatives to cooperate, with and promptly respond to such requests. The Earnout Amount set forth in such Net Revenue Statement shall become final and binding upon the Parties if (i) the Beneficiary notifies the Company in writing of its acceptance of the Net Revenue Statement or (ii) the Beneficiary has not given written notice to the Company of any objections to the Net Revenue Statement, setting forth in reasonable detail the basis for such objections (an "Objection Notice"), within 10 Business Days following the Beneficiary's receipt thereof.

(b) The Company and the Beneficiary shall attempt in good faith to resolve any objections set forth in an Objections Notice. If the Company and the Beneficiary fail to resolve such dispute within 20 Business Days after the Company's receipt of such Objection Notice (or such longer period as mutually agreed upon by the Company and the Beneficiary), then any such dispute may thereafter be referred by either Party for resolution to the Independent Accountant. The Company and the Beneficiary shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary to cooperate with the Independent Accountant in its resolution of the dispute. The determination of the Independent Accountant shall be made as promptly as practicable and shall be final, binding and conclusive on the Parties. The fees and expenses of the Independent Accountant incurred in resolving the dispute shall be borne by the Beneficiary, unless the final determination of Net Revenue, after resolution of such dispute, exceeds the Company's calculation of Net Revenue set forth on the Net Revenue Statement by more than 5%, in which case such fees and expenses shall be borne by the Company.

4. Management of the Business.

(a)Subject to applicable law and the provisions of this Section 4, the rules and regulations of Nasdaq and the Company's obligations to its shareholders, the Company shall be entitled to do any act (or refrain therefrom) in the conduct of its business; provided, however, that the such action (or determination not to act) is in good faith, consistent with reasonable business practices and the Company reasonably considers such action (or determination not to act) to be necessary and not for the purpose of adversely affecting or impairing the ability of the Company's business to maximize the Earnout Amount.

(b) Notwithstanding anything to the contrary contained herein, during the Term, the Company:

(i)shall maintain a financial record keeping system that enables the Company to separately and accurately account for Net Revenue for the purposes of determining the Earnout Payments hereunder;

(ii) shall devote and allocate sufficient amount of capital, personnel, technical and financial resources as is commercially reasonable and appropriate for the operation of the Company's business; and

(iii)shall not sell, exclusively license, exchange or otherwise transfer, directly or indirectly, in one transaction or a series of related transactions, any Acquired Assets with respect to the Patent Rights (a "Sale") to any third party (a "Successor"), unless (A) the Company receives three percent (3%) of the gross proceeds of such Sale (including any deferred or contingent proceeds of such Sale), and (B) the Company pays or causes to be paid to the Beneficiary all Earnout Payments that have become due and payable under this Agreement prior to the consummation of such Sale.

5. Miscellaneous.

(a) Entire Agreement. This Agreement and the documents referred to herein contain the entire agreement between the Parties and supersede any prior understandings, agreements, or representations by or between the Parties, written (including electronic) or oral, which may have related to the subject matter hereof in any way.

(b) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Neither Party shall assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party; provided, however, that (i) the Company may assign this Agreement or any of its rights, interests, or obligations hereunder to any of its Affiliates without the approval of the Beneficiary, provided, that (A) such Affiliate has expressly agreed in writing to assume all obligations of the Company under this Agreement and (B) notwithstanding any such assignment, the Company shall guarantee the payment obligations hereunder, and (ii) the Beneficiary may assign this Agreement or any of its rights, interests, or obligations hereunder to a trust established for the benefit of such shareholders without the approval of the Company.

(c) Counterparts. This Agreement may be executed in two or more counterparts, and by the Parties in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(d) Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(e) Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state or federal courts of the State of Delaware for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation, proceeding or action relating thereto except in such courts). Each of the Parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the state or federal courts of the State of Delaware and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation, proceeding or action brought in any such court has been brought in an inconvenient forum. Each Party hereto hereby consents to process being served in any such litigation by the mailing of a copy thereof to the address set forth in Section 5(h) below and agrees that such service upon receipt shall constitute good and sufficient service of process or notice thereof. Nothing in thisSection 5(e) shall affect or eliminate any right to serve process in any other manner contemplated by applicable Law.

(f) Amendments and Waivers. This Agreement may be amended and any provision of this Agreement may be waived only if such amendment or waiver is set forth in a writing executed by each of the Parties. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

(g) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

(h) Notices. All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of electronic confirmation of receipt if sent by e-mail or other wire transmission, (c) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid, or (d) one day after being deposited with a reputable overnight courier. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address or facsimile number indicated below:

Notices to Beneficiary:

Data Vault Holdings Inc.
48 Wall Street, Floor 11
New York, NY 10005
Attention: Nathaniel Bradley, CEO

with a copy to:

Mitchell Silberberg & Knupp LLP
437 Madison Ave., 25th Floor
New York, NY 10022
Attention: Blake Baron

Notices to the Company:

WiSA Technologies, Inc.
15268 NW Greenbrier Pkwy
Beaverton, Oregon 97006
Attention: Brett Moyer

with a copy to:

Sullivan & Worcester LLP
1251 Avenue of Americas
New York, NY 10020
Attention: David Danovitch

(i) Expenses. Except for payments to the Independent Accountant, if any, pursuant to Section 3(b), all costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with this Agreement shall be paid by the Party incurring such costs and expenses, provided, however, that in any collection action brought to enforce the Company's obligation to make an Earnout Payment pursuant to Section 2(a)(i) with respect to an Earnout Payment finally determined in accordance with Section 3, the prevailing party shall be entitled to reasonably attorneys' fees and any other costs incurred in that proceeding in addition to any other relief to which it is entitled.

(j) Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

(k) Construction.

(i) All references in this Agreement to "dollars" or "$" shall mean United States dollars;

(ii)When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.

(iii)Whenever the words "include", "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iv)The words "hereof" "hereby" "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(v)The plural of any defined term shall have a meaning correlative to such defined term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(vi) A reference to any Party to this Agreement or any other agreement or document shall include such Party's permitted successors and permitted assigns.

(vii)A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(viii)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 the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WISA TECHNOLOGIES, INC.

By: /s/ Brett Moyer
Name: Brett Moyer
Title: Chief Executive Officer

DATA VAULT HOLDINGS INC.

By: /s/ Nathaniel Bradley
Name: Nathaniel Bradley
Title: Chief Executive Officer

Exhibit 10.3

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** ("**Agreement**") is made effective as of December 31, 2024 immediately after consummation of the acquisition by WiSA of the assets of Data Vault Holdings Inc by and between **WiSA Technologies, Inc.**, a Delaware corporation, with its principal offices in Beaverton, Oregon (hereinafter "**WiSA**" or the "**Company**"), and Brett Moyer, an individual and a resident of California ("**Executive**").

RECITALS

A. WiSA and Executive are parties to that certain Executive Employment Agreement, effective as of August 24, 2022, pursuant to which Executive is employed as Chief Executive Officer of the Company (the "**Existing Agreement**").

B. In connection with the consummation of the acquisition by WiSA of the assets of Data Vault Holdings Inc., WiSA desires to continue the employment of Executive as Chief Financial Officer of the Company, and Executive desires and is ready, willing and able to assume a new role as Chief Financial Officer of the Company.

C. WiSA and Executive wish to waive the covenants contained in Section 8 of the Existing Agreement, including the right of Executive to resign for "Good Reason" pursuant to Section 8(c) of the Existing Agreement (as defined therein), and to enter into and secure the covenants contained herein.

D. WiSA and Executive desire to enter into this Agreement to amend and restate the Existing Agreement in order 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 Financial 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's accounting, finance, human resources and financial control departments and such other duties as the Audit Committee (the "**Audit Committee**") of the Board of Directors (the "**Board**") of the Company or 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 and will report to, and be subject to the direction of, the Audit Committee. It is understood the Executive shall also work independently with and 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 $420,000. Executive's performance shall be reviewed annually thereafter. Adjustments in salary may be made from time to time in the sole discretion of the 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.

(a) Stay Bonus. Executive shall be entitled to receive a cash bonus, subject to applicable income and employment tax withholding, of $400,000 (the "**Stay Bonus**"), payable in quarterly installments as follows:

(i) $50,000 on March 31, 2025, if Executive remains employed through such date;
(ii) $75,000 on June 30, 2025, if Executive remains employed through such date;
(iii) $125,000 on September 30, 2025, if Executive remains employed through such date; and
(iv) $150,000 on December 31, 2025, if Executive remains employed through such date

; provided, however, that if Executive is involuntary terminated by the Company other than for "Cause" (as defined below) prior to or on December 31, 2025, Executive shall nevertheless receive any unpaid portion of the full Stay Bonus on the applicable date of termination.

(b) Performance Bonus. 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 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. Executive understands that the provisions of this Section 10 do not apply to any invention that qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as **Exhibit A**).

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 amaterial 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) Governing Law. This Agreement shall be governed by the laws of the State of California without giving effect to the conflicts of law provisions of any jurisdiction that would cause this Agreement to be governed by the laws of any jurisdiction other than those of the state of California.

(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/ Brett Moyer Dated: December 31, 2024

WiSA TECHNOLOGIES, INC.

/s/ Sriram Peruvemba Dated: December 31, 2024

By: Sriram Peruvemba
Its: Chair of the Compensation Committee of the Board of Directors of the Company

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 amaterial 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 10.5

WISA TECHNOLOGIES, INC.
FORM OF INDUCEMENT AWARD AGREEMENT FOR RESTRICTED STOCK UNITS

This **INDUCEMENT AWARD AGREEMENT FOR RESTRICTED STOCK UNITS** (this "Agreement") is made by WiSA Technologies, Inc., a Delaware corporation (the "Company"), and the grantee ("Grantee") identified on the grant schedule (the "Grant Schedule") attached hereto as of December 31, 2024.

RECITALS

WHEREAS, the Company desires to award Restricted Stock Units with respect to the Company's common stock, par value $0.0001 per share (the "Common Stock"), to the Grantee, pursuant to the terms of this Agreement (the "Restricted Stock Units" or "RSUs"), as an inducement to the Grantee's acceptance of the Company's offer of employment.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, the parties, intending to be legally bound hereby, agree as follows.

1. Grant. The Company hereby grants, as of the Grant Date shown on the Grant Schedule, to the Grantee that number of RSUs equal to the corresponding number of shares of Common Stock (the "Underlying Shares") shown on the Grant Schedule under "Restricted Stock Units Granted" on the terms and conditions set forth in this Agreement. This award constitutes a non-plan "inducement award" as contemplated by NASDAQ Listing Rule 5635(c)(4) and is therefore not made pursuant to the Company's 2020 Stock Incentive Plan (the "2020 Plan") or the Company's 2018 Long-Term Stock Incentive Plan or any other equity compensation plan of the Company. Nonetheless, the terms and provisions of the 2020 Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein, as if this award was granted pursuant to the 2020 Plan. Capitalized terms used but not defined herein will have the same meaning as defined in the 2020 Plan. A copy of the 2020 Plan has been provided to the Grantee along with this Agreement.

2. Vesting. Subject to the further provisions of this Agreement, the RSUs will vest as set forth in the "Vesting Schedule" on the Grant Schedule (each date on which RSUs vest being referred to as a "Vesting Date"); provided, however, that if such Vesting Date occurs during either a regularly scheduled or special "blackout period" of the Company, or as a result of information known to Grantee, Grantee is precluded under applicable law from selling Common Stock, vesting shall be deferred until after the expiration of such blackout period.

3. Dividends. If so provided under "Dividend Equivalents" on the Grant Schedule, a Grantee shall be credited with dividend equivalents equal to the dividends the Grantee would have received if the Grantee had been the actual record owner of the Underlying Shares on each dividend record date that occurs on or after the Grant Date and through the date the Grantee receives a settlement pursuant to Section 4 below (the "Dividend Equivalent"). If a dividend on Common Stock is payable wholly or partially in Common Stock, the Dividend Equivalent representing that portion of the dividend attributable to the RSUs shall be in the form of additional RSUs, credited to Grantee on a one-for-one basis. If a dividend on the Common Stock is payable wholly or partially in cash, the Dividend Equivalent representing that portion of the dividend attributable to the RSUs shall also be in the form of cash and a Grantee shall be credited with the right to receive cash dividends, without earnings, on settlement pursuant to Section 4 below. If a dividend on Common Stock is payable wholly or partially other than in cash or Common Stock, the Board may, in its discretion, provide for such Dividend Equivalents with respect to that portion of the dividend attributable to the RSUs as it deems appropriate under the circumstances. Dividend Equivalents shall be subject to the same terms and conditions as the RSUs originally awarded pursuant to this Agreement, and they shall vest (or, if applicable, be forfeited) as if they had been granted at the same time as the original RSUs. Dividend Equivalents representing the cash portion of a dividend on Common Stock shall be settled in cash.

4. Delivery of Common Stock or Cash Settlement. With respect to any RSUs that become vested RSUs as of a Vesting Date pursuant to Section 2, the Company shall issue and deliver to the Grantee as soon as practicable following the applicable Vesting Date (a) the number of shares Underlying Shares equal to the number of RSUs vesting on that date or an amount of cash equal to the Fair Market Value of such Underlying Shares as of that date (or such later delivery date, if applicable) and (b) the amount (and in the form) due with respect to the Dividend Equivalents applicable to such Underlying Shares. Whether Underlying Shares, or the cash value thereof, shall be issued or paid at settlement shall be determined based on the "Form of Settlement" specified on the Grant Schedule.

In no event shall settlement occur later than the fifteenth day of the third month following the close of the year in which RSUs vest.

Any Common Stock required to be issued pursuant to this Agreement shall be issued, without issue or transfer tax, by (i) delivering a stock certificate or certificates for such shares out of theretofore authorized but unissued shares or treasury shares of its Common Stock as the Company may elect or (ii) issuance of shares of its Common Stock in book entry form; provided, however, that the time of such delivery may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable requirements of law.

5. Withholding Taxes. The Grantee hereby agrees, as a condition of this award, to provide to the Company or any entity, individual, firm or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the Company (each, an "Affiliate") employing the Grantee, as applicable) an amount sufficient to satisfy the Company's and/or Affiliate's obligation to withhold any and all federal, state and local income and employment taxes (the "Withholding Amount"), if any, by (a) authorizing the Company and/or any Affiliate employing the Grantee, as applicable, to withhold the Withholding Amount from the Grantee's cash compensation or (b) remitting the Withholding Amount to the Company (or an Affiliate employing the Grantee, as applicable) in cash; provided, however, that to the extent that the Withholding Amount is not provided by one or a combination of such methods, the Company may at its election withhold from the Underlying Shares and Dividend Equivalents that would otherwise be delivered that number of shares (and/or cash) having a Fair Market Value on the date of vesting sufficient to eliminate any deficiency in the Withholding Amount. Regardless of any action that the Company and/or Affiliate takes with respect to any or all federal, state and local income and employment tax withholdings, the Grantee acknowledges that he, and not the Company and/or any Affiliate, has the ultimate liability for any such items. Further, if the Grantee becomes subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the Grantee acknowledges that the Company and/or Affiliate may be required to withhold or account for such tax-related items in more than one jurisdiction.

6. Non-assignability of RSUs and Dividend Equivalents. RSUs and Dividend Equivalents shall not be assignable or transferable by the Grantee except by will or by the laws of descent and distribution or as permitted by the Board in its discretion pursuant to the terms of the Plan. During the life of the Grantee, delivery of shares of Common Stock or payment of cash as settlement of RSUs and Dividend Equivalents shall be made only to the Grantee, to a conservator or guardian duly appointed for the Grantee by reason of the Grantee's incapacity or to the person appointed by the Grantee in a durable power of attorney acceptable to the Company's counsel.

7. Compliance with Securities Act; Lock-Up Agreement. The Company shall not be obligated to sell or issue any Underlying Shares or other securities in settlement of RSUs and Dividend Equivalents hereunder unless the shares of Common Stock or other securities are at that time effectively registered or exempt from registration under the Securities Act and applicable state or provincial securities laws. In the event shares or other securities shall be issued that shall not be so registered, the

Grantee hereby represents, warrants and agrees that the Grantee will receive such shares or other securities for investment and not with a view to their resale or distribution, and will execute an appropriate investment letter satisfactory to the Company and its counsel. The Grantee further hereby agrees that as a condition to the settlement of RSUs and Dividend Equivalents, the Grantee will execute an agreement in a form acceptable to the Company to the effect that the shares shall be subject to any underwriter's lock-up agreement in connection with a public offering of any securities of the Company that may from time to time apply to shares held by officers and employees of the Company, and such agreement or a successor agreement must be in full force and effect.

8. Legends. The Grantee hereby acknowledges that the stock certificate or certificates (or entries in the case of book entry form) evidencing shares of Common Stock or other securities issued pursuant to any settlement of an RSU or Dividend Equivalent hereunder may bear a legend (or provide a restriction) setting forth the restrictions on their transferability described in Section 7 hereof, if such restrictions are then in effect.

9. Rights as Stockholder. The Grantee shall have no rights as a stockholder with respect to any RSUs, Dividend Equivalents or Underlying Shares under this Agreement until the date of issuance of a stock certificate (or appropriate entry is made in the case of book entry form) for Common Stock and any Dividend Equivalents. Except as provided by Section 3, no adjustment shall be made for any rights for which the record date is prior to the date such stock certificate is issued (or appropriate entry is made in the case of book entry form), except to the extent the Board so provides upon such terms and conditions it may establish.

10. Applicable Policies. In consideration for the grant of this award, the Grantee agrees to be subject to any policies of the Company and its Affiliates regarding clawbacks, securities trading, and hedging or pledging of securities that may be in effect from time to time.

11. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach or default of any party under this Agreement will impair any such right, power or remedy of such party, nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character by any party of any breach or default under this Agreement, or any waiver on the part of any party or any provisions or conditions of this Agreement, must be in a writing signed by such party and will be effective only to the extent specifically set forth in such writing.

12. Tax Consequences. The RSUs and Dividend Equivalents granted hereunder are intended to avoid the potential adverse tax consequences to the Grantee of Section 409A of the Internal Revenue Code and the Board may make such modifications to this Agreement as it deems necessary or advisable to avoid such adverse tax consequences. If and to the extent that the RSUs and Dividend Equivalents are subject to Section 409A of the Internal Revenue, any payment upon termination of the employment relationship shall be made only upon a "separation from service" under Section 409A of the Internal Revenue Code, and the Grantee may not directly or indirectly designate the calendar year of a payment.

Notwithstanding the preceding paragraph, nothing herein shall be construed as guaranteeing any particular tax treatment with respect to the award evidenced by the Agreement.

13. Right of Discharge Preserved. The grant of the award evidenced by this Agreement will not confer upon the Grantee any right to continue in service with the Company or any of its subsidiaries or Affiliates.

14. Administration. The Grantee acknowledges that the Grantee has received a copy of the 2020 Plan, has read the 2020 Plan and is familiar with its terms, and understands that the Board is authorized to interpret this Agreement and the 2020 Plan and to adopt such rules and regulations for the administration of this award as it deems appropriate. By accepting this award, the Grantee acknowledges and agrees to accept as binding, conclusive, and final all decisions or interpretations of the Board upon any questions arising under this Agreement.

15. Electronic Delivery of Documents. The Grantee authorizes the Company to deliver electronically any documentation related to this award and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Grantee a paper copy of any document also delivered to the Grantee electronically. The authorization described in this Section may be revoked by the Grantee at any time by written notice to the Company.

16. General Provisions.

(a) Entire Agreement. This Agreement, including the terms of the Grant Schedule and 2020 Plan incorporated herein, contains the parties' entire agreement regarding the grant of RSUs evidenced by this Agreement and merges and supersedes all prior and contemporaneous discussions, agreements, and understandings of every nature relating thereto.

(b) Governing Law. This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by, and enforced in accordance with, the laws of the State of California, without regard to the application of the principles of conflicts of laws.

(c) Amendment. This Agreement may be amended, in whole or in part and in any manner not inconsistent with the provisions of the 2020 Plan, at any time and from time to time, by written agreement between the Company and the Grantee; provided, however, that an amendment that does not materially diminish the rights of the Grantee hereunder, as they may exist immediately before the effective date of the amendment, shall be effective upon written notice of its provisions to the Grantee, to the extent permitted by applicable law.

(d) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

(e) Fractional RSUs, Underlying Shares and Dividend Equivalents. All fractional Underlying Shares and Dividend Equivalents settled in Common Stock resulting from the application of the Vesting Schedule shall be rounded down to the nearest whole share. If cash in lieu of Underlying Shares is delivered at settlement, or Dividend Equivalents are settled in cash, the amount paid shall be rounded down to the nearest penny.

(f) Construction. The titles of the sections of this Agreement are included for convenience only and shall not be construed as modifying or affecting their provisions.

17. Execution. Executed copies of this Agreement may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows.]

In order to indicate your acceptance of the award of Restricted Stock Units evidenced by this Agreement subject to the restrictions and upon the terms and conditions set forth above, please execute and immediately return to the Company the enclosed duplicate original of this Agreement.

WISA TECHNOLOGIES, INC.

By: /s/ Brett Moyer
Name: Brett Moyer
Title: Chief Executive Officer

ACCEPTED AND AGREED,
Intending to be legally bound:

/s/ Nathaniel Bradley

Nathaniel Bradley

Exhibit 99.1

WiSA Technologies Closes Purchase of Data Vault Holdings' Assets and Names Nate Bradley CEO

- Patent protected acoustic and data valuation, visualization and monetization technologies successfully acquired include Web 3.0 Sumerian® crypto anchors, ADIO® advertising network, industry first blockchain and AI enabled Information Data Exchange® –
- WiSA Will Change Name to Datavault Inc. in Mid-January 2025 -

Beaverton, OR (January 7, 2025) WiSA Technologies, Inc. ("WiSA Technologies", the "Company", or "WiSA") (Nasdaq: WISA), closed its purchase of Datavault® intellectual property and information technology assets of privately held Data Vault Holdings Inc.® ("Data Vault Holdings") on December 31, 2024. In conjunction with the closing, WiSA issued 40 million shares of restricted common stock, par value $0.0001 per share (the "Common Stock"), to Data Vault Holdings (the "Closing Stock Consideration"); Nathaniel T. Bradley (Nate) was named CEO and Director; and Brett Moyer assumed a new role as CFO while remaining a director. WiSA Technologies plans to change its name to Datavault Inc. ("Datavault") in mid-January 2025, concurrent with a planned change of its Nasdaq ticker symbol to ADIO. The Company will continue to trade under the Nasdaq ticker symbol WISA until such time as the new ticker symbol is announced.

On December 31, 2024, in connection with Nate Bradley's appointment as the Company's CEO, Mr. Bradley was granted 1,200,000 units of restricted stock of WiSA (the "Units") as an inducement material to Mr. Bradley's entering into employment with WiSA. The Units were approved by the board of directors of the Company and granted outside of the Company's 2020 Stock Incentive Plan and 2018 Long-Term Stock Incentive Plan in accordance with Nasdaq Listing Rule 5635(c)(4). In connection with the award of Units, Mr. Bradley and the Company have entered into an Inducement Award Agreement for the Units, which agreement contemplates half of the Units vesting in equal 3-month installments over a 36-month period beginning March 20, 2025, and the other half of the Units vesting upon the Company's aggregate revenue equaling or exceeding $40 million over any trailing 12 calendar month period ending on or prior to the date that is 5 years from the grant date.

Nate Bradley, CEO of WiSA Technologies said, "Successfully integrating Datavault and WiSA creates a much larger and more robust company with significant synergies. As a public company, we are positioned to grow by acquiring complementary niche technologies, to raise our investment profile and to further leverage our core technologies. The strategic opportunities are abundant, and I am thrilled to be leading our transformation."

Brett Moyer, CFO of WiSA Technologies, said, "Nate is a technology visionary with the experience of successfully launching multiple publicly traded companies. I resoundingly welcome him as incoming CEO and director to create value for our shareholders. Datavault has been advancing its technology and strategic relationships since its founding six years ago, building value in the process. Now, we have a more diversified portfolio of assets and broad reach into multiple markets that are expected to exceed $4 billion in annual sales. Our offerings are gaining traction and now we can accelerate our growth plan."

Datavault is a data technology and licensing company that enables clients and strategic partners to monetize their Blockchain Data and AI Web 3.0 assets via tokenization, data ownership and digital twins offering two primary solutions:

- **Data Sciences** will license High Performance Computing (HPC) software applications and Web 3.0 data management serving the biotech research, energy, education, fintech, real estate, and healthcare industries, among others.
- **Acoustic Sciences** will license spatial and multichannel HD sound transmission, including proprietary brands ADIO®, WiSA® and Sumerian®, to customers in sports & entertainment, events & venues, restaurants, automotive, finance, and other industries.

The Datavault Platform
Datavault's software and encryption enables a comprehensive solution for managing and monetizing data in the Web 3.0 environment. It allows risk-free licensing of name, image, and likeness (NIL) by securely attaching physical real-world objects to immutable metadata or blockchain objects, fostering responsible AI with integrity. Datavault's solutions ensure privacy and credential protection. They are completely customizable and offer AI and ML automation, third-party integration, detailed analytics and data, marketing automation and advertising monitoring.

The platform creates value through scarcity, utility, and encrypted data protection and generates revenue through licensing partnerships that provide detailed analytics, sophisticated HPC modeling, digital ownership, tokenization, and advertising, among other means.

Summary of the Asset Purchase
- Consideration paid to Data Vault Holdings in exchange for Datavault and ADIO intellectual property and information technology assets by WiSA Technologies.
  - Closing Stock Consideration issued at closing of the transaction
  - $10 million in an unsecured promissory note due 3 years from closing, with 10% of the proceeds of any financings used to pay down or pay off the promissory note in the interim
- 3% royalty on future net revenues from Datavault and ADIO product lines

Restricted Common Stock Distribution to Data Vault Holdings' Stockholders
In connection with the closing of the asset purchase, Data Vault Holdings distributed the Closing Stock Consideration pro rata to its stockholders, excluding 3,999,911 shares of Common Stock that are held by Data Vault Holdings.

Nathaniel (Nate) Bradley
Nathaniel (Nate) Bradley, CEO and Co-founder of Data Vault Holdings, a highly accomplished inventor with over 70 international and U.S. patents across diverse fields such as Internet broadcasting, mobile advertising, behavioral healthcare, blockchain, cybersecurity, AI, and data science. As CEO and co-founder of Data Vault Holdings Inc., which operates Datavault Inc., Adio LLC, True Luck Inc., and Data Donate Technologies, Bradley has developed patented technologies that establish Datavault as a leader in Web 3.0 data monetization. He has also lobbied Congress for a Digital Bill of Rights and founded the Intellectual Property Network Inc., offering IP and IT development services globally. Previously, Bradley was the inventor and founder of AudioEye (Nasdaq: AEYE), where he pioneered cloud-based assistive technologies, earning recognition for his contributions to internet accessibility. His extensive experience includes roles as Chief Technology Officer for Marathon Patent Group (currently named Marathon Digital Holdings, Nasdaq: MARA) and involvement in significant acquisitions within the Internet Radio industry.

Legal Advisors
Sullivan & Worcester LLP served as legal counsel for WiSA Technologies, and Mitchell Silberberg & Knupp LLP served as legal counsel for Data Vault Holdings Inc.

About Data Vault Holdings Inc.

Data Vault Holdings Inc. is a technology holding company that provides a proprietary, cloud-based platform for the delivery of blockchain objects. Data Vault Holdings Inc. provides businesses with the tools to monetize data assets securely over its Information Data Exchange® (IDE). The company is in the process of finalizing the consolidation of its affiliates Data Donate Technologies, Inc., ADIO LLC, and Datavault Inc. as wholly owned subsidiaries under one corporate structure. Learn more about Data Vault Holdings Inc. Datavault Inc. and True Luck, Inc. as wholly owned subsidiaries under one corporate structure. Learn more about Data Vault Holdings Inc. at www.datavaultsite.com.

About WiSA Technologies, Inc.
WiSA is a leading provider of immersive, wireless sound technology for intelligent devices and next-generation home entertainment systems. Working with leading CE brands and manufacturers such as Harman International, a division of Samsung; LG; Hisense; TCL; Bang & Olufsen; Platin Audio; and others, the company delivers immersive wireless sound experiences for high-definition content, including movies and video, music, sports, gaming/esports, and more. WiSA Technologies, Inc. is a founding member of WiSA™ (the Wireless Speaker and Audio Association) whose mission is to define wireless audio interoperability standards as well as work with leading consumer electronics companies, technology providers, retailers, and ecosystem partners to evangelize and market spatial audio technologies driven by WiSA Technologies, Inc. The company is headquartered in Beaverton, OR with sales teams in Taiwan, China, Japan, Korea, and California.

Cautionary Note Regarding Forward-Looking Statements
This press release of WiSA Technologies contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements, include, among others, the Company's expectations with respect to the completed asset purchase (the "Asset Purchase"), including statements regarding the benefits of the Asset Purchase, the implied valuation of the Company, the products offered by the Company and the markets in which it operates, and the Company's projected future results and market opportunities, as well as information with respect to WiSA's future operating results and business strategy. Readers are cautioned not to place undue reliance on these forward-looking statements. Actual results may differ materially from those indicated by these forward-looking statements as a result of a variety of factors, including, but not limited to: (i) risks and uncertainties impacting WiSA's business including, risks related to its current liquidity position and the need to obtain additional financing to support ongoing operations, WiSA's ability to continue as a going concern, WiSA's ability to maintain the listing of its common stock on Nasdaq, WiSA's ability to predict the timing of design wins entering production and the potential future revenue associated with design wins, WiSA's ability to predict its rate of growth, WiSA's ability to predict customer demand for existing and future products and to secure adequate manufacturing capacity, consumer demand conditions affecting WiSA's customers' end markets, WiSA's ability to hire, retain and motivate employees, the effects of competition on WiSA's business, including price competition, technological, regulatory and legal developments, developments in the economy and financial markets, and potential harm caused by software defects, computer viruses and development delays, (ii) , risks related to WiSA's ability to realize some or all of the anticipated benefits from the Asset Purchase, any risks that may adversely affect the business, financial condition and results of operations of WiSA after the completion of the Asset Purchase, including but not limited to cybersecurity risks, the potential for AI design and usage errors, risks related to regulatory compliance and costs, potential harm caused by data privacy breaches, digital business interruption and geopolitical risks, and (iii) other risks as set forth from time to time in WiSA's filings with the U.S. Securities and Exchange Commission. The information in this press release is as of the date hereof and neither the Company nor Datavault undertakes any obligation to update such information unless required to do so by law. The reader is cautioned not to place under reliance on forward looking statements. The Company does not give any assurance that the Company will achieve its expectations.

Investors Contact:
David Barnard, Alliance Advisors Investor Relations, 415-433-3777, dbarnard@allianceadvisors.com