
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): March 30, 2026

Datavault AI Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38608
(Commission File Number)

30-1135279
(IRS Employer
Identification No.)

One Commerce Square
2005 Market Street, Suite 2400
Philadelphia, Pennsylvania 19103
(Address of principal executive offices, including zip code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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	DVLT	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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 8.01 Other Events.

As previously announced by Datavault AI Inc. (“**Datavault**”) on February 26, 2026, Datavault’s board of directors (the “**Board**”) declared a dividend (the “**Distribution**”) of Josh Gibson Coin tokens (the “**Gibson Coins**”) to eligible record equity holders of common stock, par value \$0.0001 per share, of Datavault (the “**Common Stock**”) and other equity securities. Such eligible holders are the holders of the following Datavault securities, in each case as of the close of business on March 9, 2026 (such date, subject to the right of the board of directors of Datavault to change to a later date, the “**Record Date**”): (i) Common Stock (such record holders, the “**Record Common Holders**”), (ii) certain warrants to purchase Common Stock that have not been exercised and settled prior to the Record Date (and which have the right to participate in the Distribution pursuant to the terms of their respective warrants) (such record holders, the “**Record Warrant Holders**”), and (iii) certain equity awards and/or grants that are issued and outstanding as of the Record Date and which were granted under Datavault’s stock option, stock incentive or other equity incentive plans that have not been exercised or converted and settled (or in the case of restricted stock awards, that have not yet vested) prior to the Record Date and which are entitled to participate in the Distribution pursuant to the terms of their respective awards and/or grants (such record holders, the “**Record Award Holders**” and together with the Record Common Holders and the Record Warrant Holders, the “**Record Holders**”). The preceding Datavault securities held by the Record Holders as of the Record Date are collectively referred to herein as the “**Datavault Securities**.”

The Distribution will be (i) made on the basis of one Gibson Coin for each share of Common Stock held (or underlying the applicable Datavault Securities held) by such Record Holders on the Record Date and (ii) paid beginning on April 30, 2026 (or such other date as determined by the Datavault Board, the “**Payment Date**”), subject to the satisfaction of the Payment Conditions (as defined below) by the applicable Record Holder.

Record Holders are entitled to participate in the Distribution and receive Gibson Coin(s) subject to satisfying the following conditions (the “**Payment Conditions**”):

- (i) having (or setting up) a digital wallet with Datavault into which the Gibson Coins can be delivered on or after the Payment Date; and
- (ii) electing to receive the Distribution by completing, executing and submitting an Opt-In Agreement (the “**Opt-In Agreement**”) to Datavault’s Information Agent, Alliance Advisors (the “**Information Agent**”) via the Distribution Website (as defined below) (together, the “**Payment Conditions**”).

All Record Holders must initiate the process of electing to receive their respective portion of the Distribution by having (or setting up) a digital wallet with Datavault and completing the Opt-In Agreement by navigating to <http://www.joshgibsoncoin.com> (the “Distribution Website**”) hosted by the Information Agent.**

Commencing on March 30, 2026, the Information Agent will mail to the Record Holders a letter describing the Distribution and informing such holders about the process of electing to receive their respective portion of the Distribution (the “**Information Letter**”). However, if any Record Common Holder holds its shares of Datavault Common Stock in an account at a brokerage firm, bank, dealer or other similar organization, then such holder holds their shares in “*street name*” and the organization holding such account should receive the Information Letter from Datavault and will be responsible for further distributing the Information Letter to such holders. The Information Letter instructs Record Holders that they must elect to receive their respective portion of the Distribution by accessing the Distribution Website at <http://www.joshgibsoncoin.com>.

On the Distribution Website, Record Holders will be able to access an FAQ regarding the Distribution, instructions for setting up a digital wallet with Datavault, and a form of opt-in agreement (the “**Opt-In Agreement**”) to be completed by each such holder.

Record Holders who do not elect to participate in the Distribution and satisfy the Payment Conditions will not be eligible to receive any payment of the Gibson Coins until such time as the Payment Conditions have been satisfied, and in the case of any shares of Datavault Common Stock held in “*street name*” with a brokerage firm, bank, dealer or other similar organization, until such time as the Information Agent has also been able to verify such Record Holder’s holdings with such brokerage firm, bank, dealer or other similar organization.

The foregoing summary of the Distribution and the above referenced materials does not purport to be complete and is qualified in its entirety by reference to the full text of the (i) form of information letter distributed to Record Holders, (ii) form of Opt-In Agreement for Record Holders, (iii) sample instructions for setting up a digital wallet with Datavault, and (iv) frequently asked questions regarding the Distribution, copies of which are filed herewith as Exhibits 99.1, 99.2, 99.3, and 99.4, respectively.

Cautionary Note Regarding Forward-Looking Statements

The information in this Current Report on Form 8-K may contain “forward-looking statements” (within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of Securities Exchange Act of 1934, as amended, the Private Securities Litigation Reform Act of 1995, as amended, and other securities laws) about Datavault AI Inc. (“**Datavault**,” the “**Company**,” “**us**,” “**our**,” or “**we**”) and our industry that involve risks and uncertainties. In some cases, forward-looking statements can be identified by words such as “may,” “might,” “will,” “shall,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential,” “goal,” “objective,” “seeks,” “likely” or “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. The absence of these words does not mean that a statement is not forward-looking.

Such forward-looking statements, including, but not limited to, statements regarding our declaration and/or payment of dividends, our expectations regarding the terms and/or timing of the Distribution (including that the Board may change the Record Date and/or the Payment Date and may revoke the Distribution entirely), and whether we will proceed with the Distribution, are necessarily based upon estimates and assumptions that, while considered reasonable by Datavault and its management, are inherently uncertain. Forward-looking statements are based on the current beliefs, assumptions, and expectations of management and current market conditions. Readers are cautioned not to place undue reliance on these and other forward-looking statements contained herein. There can be no assurance that future dividends will be declared, and the payment of any dividend is expressly conditioned on the Board not revoking any or all dividends before its payment date. Actual results may differ materially from those indicated by these forward-looking statements as a result of various risks and uncertainties including, but not limited to, the following: risks related to legal proceedings that may be instituted against Datavault regarding the Distribution; risks associated with the right of the Board to change the Record Date and/or the Payment Date, and/or to revoke the Distribution prior to the Payment Date; changes in economic, market or regulatory conditions; risks relating to evolving regulatory frameworks applicable to tokenized assets; and other risks and uncertainties as more fully described in Datavault’s filings with the SEC including its Annual Report on Form 10-K for the year ended December 31, 2024 and other filings that Datavault makes from time to time with the SEC, which are available on the SEC’s website at www.sec.gov, and could cause actual results to vary from expectations.

The forward-looking statements made in this Current Report on Form 8-K relate only to events as of the date on which the statements are made. Datavault undertakes no obligation to update any forward-looking statements made in this Current Report on Form 8-K to reflect events or circumstances after the date hereof or to reflect new information or the occurrence of unanticipated events, except as required by law. Datavault may not actually achieve the plans, intentions or expectations disclosed in its forward-looking statements, and you should not place undue reliance on such forward-looking statements. Datavault’s forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments it may make.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
99.1	Form of Information Letter Distributed to Record Holders
99.2	Form of Opt-In Agreement for Record Holders
99.3	Sample instructions for setting up a digital wallet with Datavault AI Inc.
99.4	Frequently Asked Questions regarding the Josh Gibson Coin
104	Cover Page Interactive Data File, formatted in Inline Extensible Business Reporting Language (iXBRL)

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.

DATAVAULT AI INC.

By: */s/ Brett Moyer*

Name: Brett Moyer

Title: Chief Financial Officer

Date: March 30, 2026



Dear Datavault AI Inc. Stockholders and other holders of Datavault AI Inc. Securities:

This letter is being furnished to you as a holder of certain securities of Datavault AI Inc., a Delaware corporation ("**Datavault**"). As Datavault previously announced, its board of directors (the "**Datavault Board**") declared a dividend (the "**Distribution**") of Josh Gibson Coin tokens (such tokens, the "**Gibson Coins**") to the holders of the following Datavault securities, in each case as of the close of business on March 9, 2026 (such date, subject to the right of the Datavault Board to change to a later date, the "**Record Date**"): (i) Datavault's common stock, par value \$0.0001 per share (such stock, the "**Datavault Common Stock**" and such record holders, the "**Record Datavault Common Holders**"), (ii) certain warrants to purchase Datavault Common Stock that have not been exercised and settled prior to the Record Date (and which have the right to participate in the Distribution pursuant to the terms of their respective warrants) (such record holders, the "**Record Datavault Warrant Holders**"), and (iii) certain equity awards and/or grants that are issued and outstanding as of the Record Date and which were granted under Datavault's stock option, stock incentive or other equity incentive plans that have not been exercised and settled (or in the case of restricted stock awards that have not yet vested) prior to the Record Date and which are entitled to participate in the Distribution pursuant to the terms of their respective awards and/or grants (such record holders, the "**Record Datavault Award Holders**" and together with the Record Datavault Common Holders and the Record Datavault Warrant Holders, the "**Record Holders**"). The preceding Datavault securities held by the Record Holders as of the Record Date are collectively referred to herein as the "**Datavault Securities**".

The Distribution will be (i) made on the basis of one Gibson Coin for each share of Datavault Common Stock held (or underlying the applicable Datavault Securities held) by such Record Holders on the Record Date and (ii) paid beginning on April 30, 2026 (or such other date as determined by the Datavault Board, the "**Payment Date**"), subject to the satisfaction of the Payment Conditions (as defined below) by the applicable Record Holder.

As a Record Holder, you are entitled to participate in the Distribution and receive Gibson Coin(s), subject to your satisfying the following conditions (the "**Payment Conditions**"):

- (i) having (or setting up) a digital wallet with Datavault (please note that the Record Holder's opt-in email address must match the email address associated with their Datavault wallet); and
- (ii) completing, executing and submitting an opt-in agreement (the "**Opt-In Agreement**"), in which, among other things, you will be required to provide a valid and accurate Datavault digital wallet address for Datavault to deposit the Gibson Coins.

You must initiate the process of electing to receive your portion of the Distribution by setting up your digital wallet with Datavault (if you do not already have a digital wallet with Datavault) and completing the Opt-In Agreement by navigating to www.joshgibsoncoin.com (the "Distribution Website**") hosted by Datavault's Information Agent, Alliance Advisors.**

On the Distribution Website, you will find, among other information, the following (collectively, with this letter, the "**Distribution Materials**"):

- (i) An FAQ regarding the Distribution.
- (ii) Instructions for setting up a digital wallet with Datavault.
- (iii) A form of Opt-In Agreement to be completed and executed by you and submitted to the Information Agent by uploading the completed and executed agreement via a secure link on the Distribution Website under the field "Upload Your Opt-In Agreement".

You can also scan the below QR Code to visit the Distribution Website where you can view and download the above-referenced Distribution Materials, set up a digital wallet with Datavault, and print, complete and submit your Opt-In Agreement. No vote is required by you to receive the Distribution, and you will not be required to pay anything to Datavault for the receipt of the Gibson Coins in the Distribution. However, as a condition to the receipt of the Distribution, you must satisfy the Payment Conditions set forth above.

You should also carefully review the FAQs on the Distribution Website and the risks and uncertainties described under the heading “Risk Factors” in the Opt-In Agreement. You should consult your own legal counsel regarding the terms of the Opt-In Agreement and your own tax advisor as to the particular tax consequences of the Distribution, including potential tax consequences under state, local, and non-U.S. tax laws.

Neither the Securities and Exchange Commission, nor any state securities commission has approved or disapproved the Distribution or determined if the information set forth in this letter and its enclosures is truthful or complete. This letter and its enclosures do not constitute an offer to sell or the solicitation of an offer to buy any securities.

This letter, which we are mailing to all Record Holders as of the close of business on the Record Date, and the other Distribution Materials, which can be found on the Distribution Website referenced above, describe the Distribution and refer you to important information about how to participate in the Distribution. We urge you to access the Distribution Website and read these Distribution Materials carefully.

If you have any questions about participating in the Distribution, please visit the Distribution Website at www.joshgibsoncoin.com or contact Datavault’s Information Agent, Alliance Advisors, by phone or email at 1-866-206-697 (or 1-732-848-0859 for international holders) or DVL3@allianceadvisors.com.

Thank you,

/s/ Nathaniel Bradley

Nathaniel Bradley
Director and Chief Executive Officer

SCAN THIS QR CODE FOR ACCESS TO THE DISTRIBUTION WEBSITE:



Form of Datavault AI Inc. Opt-In Agreement

The undersigned (“*me*” or “*I*”) understands that Datavault AI Inc., a Delaware corporation (“*Datavault*”), declared a dividend (the “*Distribution*”) of Josh Gibson Coin tokens (such tokens, the “*Gibson Coins*”) to the holders of the following Datavault securities, in each case as of the close of business on March 9, 2026 (such date, subject to the right of Datavault’s board of directors (the “*Datavault Board*”) to change to a later date, the “*Record Date*”): (i) Datavault’s common stock, par value \$0.0001 per share (such stock, the “*Datavault Common Stock*” and such record holders, the “*Record Datavault Common Holders*”), (ii) certain warrants to purchase Datavault Common Stock that have not been exercised and settled prior to the Record Date (and which have the right to participate in the Distribution pursuant to the terms of their respective warrants) (such record holders, the “*Record Datavault Warrant Holders*” and such warrants, the “*Record Datavault Warrants*”), and (iii) certain equity awards and/or grants that are issued and outstanding as of the Record Date and which were granted under Datavault’s stock option, stock incentive or other equity incentive plans that have not been exercised and settled (or, in the case of restricted stock awards, that have not yet vested) prior to the Record Date and which are entitled to participate in the Distribution pursuant to the terms of their respective awards and/or grants (such awards and/or grants, the “*Record Datavault Awards*” and such record holders, “*Record Datavault Award Holders*” and together with the Record Datavault Common Holders and the Record Datavault Warrant Holders, the “*Record Holders*”). The preceding Datavault securities held by the Record Holders as of the Record Date are collectively referred to herein as the “*Datavault Securities*”.

The Distribution will be (i) made on the basis of one Gibson Coin for each share of Datavault Common Stock held (or underlying the applicable Datavault Securities held) by such Record Holders on the Record Date and (ii) paid beginning on April 30, 2026 (or such other date as determined by the Datavault Board, the “*Payment Date*”), subject to the satisfaction of the Payment Conditions (as defined below) by the applicable Record Holder.

The fair market value per Gibson Coin is \$0.000084 as of March 26, 2026 (the “*Valuation Date*”), based on an independent valuation conducted by a third-party valuation firm at the request of Datavault, and such value assumes that the Gibson Coins are illiquid through April 30, 2026.

By signing below, I hereby acknowledge and agree that:

- (1) Payment of the Distribution is subject to the right of the Datavault Board to revoke the Distribution before the Payment Date, and if the Datavault Board exercises such right, then I will not receive the Distribution.
 - (2) Payment of the Distribution is conditioned on my (a) having (or setting up) a digital wallet with Datavault into which Gibson Coins can be delivered on or after the Payment Date; and (b) electing to receive the Distribution by completing, duly executing, and submitting this Opt-In Agreement (this “*Agreement*”) to Alliance Advisors, Datavault’s information agent (the “*Information Agent*”), in which, among other things, I will be required to provide a valid and accurate Datavault digital wallet address for Datavault to transfer the Gibson Coins (collectively, the “*Payment Conditions*”).
 - (3) If I do not hold my shares of Datavault Common Stock in my name, but rather in an account at a brokerage firm, bank, dealer or other similar organization (any such entity, the “*Nominee*”), then I further acknowledge and agree that (a) I am a beneficial owner of shares held in “*street name*” and the Nominee holding my account is considered the stockholder of record, or the Record Datavault Common Holder, for purposes of the Distribution, and (b) if Datavault is unable to verify the number of shares of Datavault Common Stock held by me as set forth below because my shares are held in “*street name*” through Cede & Co. or other intermediary, (i) Datavault may require that I provide additional documentation to verify such number of shares, including that I may be required to deliver to the Information Agent a copy of my brokerage statement as of the Record Date or other certification regarding my holdings of Datavault Common Stock as of the Record Date and any failure to provide such additional documentation to verify the number of shares of Datavault Common Stock held by me with such Nominee as set forth below will result in me not receiving my portion of the Distribution until such time as the number of shares that I hold with such Nominee can be verified by the Information Agent, (ii) I authorize Datavault and the Information Agent to contact my Nominee (whose contact details I have provided below) for purposes of verifying my holdings of such stock, and such Nominee is hereby authorized to provide such information to Datavault and the Information Agent, (iii) I will, to the fullest extent permitted by law, indemnify and hold Datavault and its directors, officers, stockholders, members, partners, employees and agents (each, an “*Indemnified Person*”) harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and reasonable expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys’ fees and costs of investigation that any such Indemnified Person may suffer or incur as a result of or directly relating to (A) any breach of any of the representations, warranties, covenants or agreements made by me in this Agreement or (B) otherwise in connection with the information I have provided herein, including the number of shares of Datavault Common Stock set forth below, and (iv) verification of the number of shares of Datavault Common Stock that I hold shall be in the sole discretion of the Information Agent.
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- (4) The Distribution is an in-kind distribution that may be a dividend (to the extent of Datavault's current and accumulated earnings and profits ("**E&P**")). Any amount in excess of E&P would reduce a Record Datavault Common Holder or Record Datavault Award Holder's tax basis in its Datavault Common Stock, and any amount in excess of that basis should constitute gain. Datavault may elect to treat the entire amount as a dividend or may elect to report it in another manner as it decides is appropriate in consultation with Datavault's tax preparers. I agree (and will be required absent disclosure to the Internal Revenue Service ("**IRS**") and other tax authorities) to report such amounts in the same manner as Datavault.
- (5) The tax treatment of the Distribution with respect to the Record Datavault Warrant Holders of the Gibson Coin is unclear. Such distribution could be treated as a dividend or may be subject to another treatment. Datavault will report such amounts in such manner as it decides is appropriate in consultation with its tax preparers. I agree (and will be required absent disclosure to the IRS and other tax authorities) to report such amounts in the same manner as Datavault.
- (6) I will comply with my tax reporting obligations with respect to the Gibson Coins in accordance with the terms of this Agreement.
- (7) I have read Datavault's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 30, 2026 and understand the process to obtain the Distribution.
- (8) Any fees charged by my Nominee in connection with the Distribution will be my sole responsibility.
- (9) Failure to provide a valid Datavault digital wallet address or providing an inaccurate Datavault digital wallet address to Datavault will result in me losing my rights to the Distribution.
- (10) Following Datavault's initial deposit of my Gibson Coins into my Datavault digital wallet, any fees charged to transfer any Gibson Coins will be my responsibility, including any transaction fees for trading my Gibson Coins after such coins have been deposited in my digital wallet.
- (11) The value of the Gibson Coins may change between the Valuation Date and the Payment Date and may also change after the Payment Date; I accept the risk of such changes, and Datavault will not be responsible for any decrease in the value of the Gibson Coins at any time, including if such Gibson Coins are worthless.

- (12) The Gibson Coin is a digital collectible intended solely for personal, non-commercial use in connection with activities related to the celebration of Black History Month by honoring the legacy of baseball icon Josh Gibson. The Gibson Coin does not: (a) represent or confer any equity, voting, dividend, profit-sharing, or ownership rights in Datavault or any other entity; (b) provide any right to receive monetary payments, distributions, or appreciation; or (c) create any expectation of profit or reliance on the managerial or entrepreneurial efforts of Datavault or others. The Gibson Coin is not designed or intended to function as an investment, currency, or financial product, and it is not being offered, sold, or distributed for fundraising or capital-raising purposes. Use of the Gibson Coin is limited to entertainment, event-access, and digital-collectible functions. Any transferability features are provided solely to support personal digital item portability and not to facilitate or imply investment or speculative use.

This Agreement documents my irrevocable election ("**Election**") to satisfy the Payment Conditions, comply with the terms and conditions as set forth in this Agreement, including with respect to my tax reporting obligations, and receive payment of the Distribution. I acknowledge and agree that by submitting my signature on this Agreement in a ".pdf" format data file or other digital format, such signature shall create a valid and binding obligation on me (or, if signing for an entity, the entity on whose behalf such signature is executed) with the same force and effect as if such ".pdf" or other digital signature page were an original thereof.

I hereby represent that:

1. The information below is accurate and complete.
2. I have read this Agreement in its entirety and understand the risks (which, in part, are described below under "**Risk Factors**") and terms and conditions of this Agreement.
3. (A) If an entity, I am duly organized, validly existing, and in good standing under the laws of the jurisdiction of my organization, (B) I have all requisite power and authority or legal capacity to enter into this Agreement and perform my obligations hereunder, and (C) my execution and delivery of this Agreement have been duly authorized by all necessary action, as applicable.
4. I have been advised, and have had the opportunity, to consult with my own legal and tax advisors to be able to evaluate my election to receive the Distribution and execute this Agreement, and I have evaluated the legal, tax and other consequences of the Distribution and my execution of this Agreement.

Name or entity name your shares are registered under:

If entity, name and title of authorized signer:

Address:

(address on file with the Nominee(s), the Transfer Agent (as defined below) or Datavault)

Phone Number:

Email:

Number of shares of Datavault Common Stock:¹

Please provide the applicable information:

My shares are already on the books and records of the Transfer Agent

_____ Yes

_____ No

My shares are held in an account at one or more brokerage firms, banks, dealers or other similar organizations and Name of Nominee: _____
each such Nominee's contact information is as follows:

Phone No.: _____

Email: _____

If more than one Nominee:

Name of Nominee: _____

Phone No.: _____

Email: _____

Name of Nominee: _____

Phone No.: _____

Email: _____

¹ **Stockholder of Record: Shares Registered in Your Name.** If at the close of business on the Record Date, your shares of Datavault Common Stock were registered directly in your name with VStock LLC, Datavault's transfer agent (the "**Transfer Agent**"), then you are the stockholder of record for such shares and a Record Datavault Common Holder and you will be eligible to receive the Distribution, subject to the terms of this Agreement, including the satisfaction of the Payment Conditions. If there is any conflict between the amount of shares of Datavault Common Stock stated herein and the records of the Transfer Agent, then the Transfer Agent's records shall prevail in accordance with the terms and conditions of this Agreement.

Beneficial Owner: Shares Registered in the Name of a Nominee. If at the close of business on the Record Date, your shares of Datavault Common Stock were held, not in your name, but rather at a brokerage firm, bank, dealer or other similar organization (i.e., with a Nominee), then you are a beneficial owner of shares held in "*street name*", and such Nominee is considered the stockholder of record, or the Record Datavault Common Holder, and such Nominee should have distributed to you a letter from Datavault informing you that you will be eligible to receive the Distribution, subject to the terms of this Agreement, including the satisfaction of the Payment Conditions and delivery of any additional information necessary to confirm your holdings of Datavault Common Stock as described elsewhere in this Agreement. As noted elsewhere in this Agreement, if Datavault is unable to verify the number of shares of Datavault Common Stock that you hold with such Nominee as set forth in the column to the right, no Gibson Coins will be distributed to you until such time as your share information can be verified by the Information Agent.

Number of shares of Datavault Common Stock issuable upon exercise of Record Datavault Warrants:²

Number of shares issuable upon exercise or vesting of Record Datavault Awards:²

Datavault Wallet Address:

Confirm Datavault Wallet Address:

(Gibson Coin transactions are irreversible; it is advised that you cut and paste your digital wallet address into this field)

RISK FACTORS

Prior to making any decision regarding your execution of this Agreement and acceptance of Josh Gibson Coin tokens (such tokens, the “Gibson Coins”), you should carefully consider the following Risk Factors. If any of the events discussed in the Risk Factors occur, the value of the Gibson Coins you receive could be adversely affected.

The value of the Gibson Coins may increase or decrease between the Record Date and the Payment Date and/or at any time following the Payment Date. The value of such coins may also be highly volatile.

The Distribution will be in the form of a digital asset, the Gibson Coin. If the value of the Gibson Coins decreases between the Record Date and the Payment Date, participating holders may receive less value than initially expected by those who elected to receive the Distribution. Additionally, the value of the Gibson Coin may decrease after the Payment Date. Once you have made the Election, it is irrevocable. Datavault will not be responsible for any decrease in the value of the Gibson Coins.

In addition, digital assets, such as the Gibson Coin, generally are highly volatile assets and do not pay interest or other returns, and so the ability to generate a return on the Gibson Coins will depend on whether there is appreciation in the value of digital assets.

The irreversibility of digital asset transactions exposes you to risks of theft, loss and human error, which could negatively impact your rights to the Distribution.

Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of digital assets or a theft of digital assets generally will not be reversible, and you may not be capable of seeking compensation for any such transfer or theft. If you provide Datavault with the wrong wallet address (which is a valid address), the owner of such wallet address will receive the benefit of your Gibson Coin Distribution, and you will receive nothing. Datavault will be unable to revert or otherwise recover the impacted digital assets and will not be responsible for any loss. If you provide Datavault with an invalid wallet address and the transfer is rejected by the Datavault network, Datavault may, at its option, refuse or reasonably delay payment of the Distribution. You are encouraged to confirm your wallet address prior to submitting your Election.

² ***If you are a Record Datavault Warrant Holder and/or Record Datavault Award Holder***, all shares of Datavault Common Stock subject to the applicable Datavault Securities held in your record name (on the books and records of Datavault) on the Record Date will be eligible to receive the Distribution, subject to the terms of this Agreement, including the satisfaction of the Payment Conditions. If there is any conflict between the amount of shares of Datavault Common Stock subject to your Datavault Securities as stated herein and the records of Datavault, then Datavault’s records shall prevail.

Gibson Coins and other digital assets are novel assets and are subject to significant legal, commercial, regulatory and technical uncertainty.

The Gibson Coins and other digital assets are relatively novel and are subject to significant legal, commercial, regulatory and technical uncertainty, which could adversely impact their price. The application of state and federal securities laws and other laws and regulations to digital assets is unclear in certain respects, and it is possible that regulators in the United States or foreign countries may interpret or apply existing laws and regulations in a manner that adversely affects the price of the Gibson Coin. Regulators in the United States or foreign countries may also enact new laws and regulations, or pursue regulatory, legislative, enforcement or judicial actions, that could materially impact the price of the Gibson Coins or the ability of individuals or institutions to own or transfer Gibson Coins.

The growth of the digital assets industry in general, and the use and acceptance of the Gibson Coin in particular, may also impact the price of the Gibson Coins and is subject to a high degree of uncertainty. The pace of worldwide growth in the adoption and use of the Gibson Coin may depend, for instance, on public familiarity with digital assets, ease of buying, accessing or gaining exposure to the Gibson Coin, institutional demand for the Gibson Coin as an investment asset, the participation of traditional financial institutions in the digital assets industry, consumer demand for the Gibson Coin as a means of payment, and the availability and popularity of alternatives to the Gibson Coin. Even if growth in Gibson Coin adoption occurs in the near or medium term, there is no assurance that Gibson Coin usage will continue to grow over the long term.

Because the Gibson Coin has no physical existence beyond the record of transactions on the Gibson Coin blockchain, a variety of technical factors related to the Gibson Coin blockchain could also impact the price of Gibson Coins. The liquidity of the Gibson Coins may also be reduced, and damage to the public perception of the Gibson Coin may occur, if financial institutions were to deny or limit banking services to businesses that hold the Gibson Coins, provide Gibson Coin-related services or accept the Gibson Coin as payment, which could also decrease the price of the Gibson Coins.

The liquidity of the Gibson Coin may also be impacted to the extent that changes in applicable laws and regulatory requirements negatively impact the ability of exchanges and trading venues to provide services for the Gibson Coin.

The lack of legal recourse and insurance for digital assets increases the risk of total loss in the event of theft or destruction.

Digital assets, including the Gibson Coins, will generally not be insured against theft, loss or destruction. If an event occurs where you lose your Gibson Coins, whether due to cyberattacks, fraud or other malicious activities, you may not have any viable legal recourse or ability to recover the lost assets. Unlike funds held in insured banking institutions, digital assets are not protected by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. If your digital assets, including Gibson Coins, are lost under circumstances that render another party liable, there is no guarantee that the responsible party will have the financial resources to compensate you. As a result, you could face financial losses.

Cryptocurrency holdings are less liquid than cash and cash equivalents and may not be able to serve as a source of liquidity for you to the same extent as cash and cash equivalents.

Historically, the crypto markets have been characterized by significant volatility in price, limited liquidity and trading volumes compared to sovereign currencies markets, relative anonymity, a developing regulatory landscape, potential susceptibility to market abuse and manipulation, compliance and internal control failures at exchanges, and various other risks inherent in its entirely electronic, virtual form and decentralized network. During times of market instability, you may not be able to sell your cryptocurrency at favorable prices or at all.

Further, cryptocurrency, such as the Gibson Coin, does not enjoy the same protections as are available to cash or securities deposited with or transacted by institutions subject to regulation by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. You could be unable to sell Gibson Coins or have to sell Gibson Coins at a significant loss.

Gibson Coins do not pay interest or dividends.

Gibson Coins do not pay interest or other returns, and you may only be able to generate cash from Gibson Coins if you sell your Gibson Coins or implement strategies to create income streams or otherwise generate cash by using your Gibson Coin holdings. Even if you pursue any such strategies, you may be unable to create income streams or otherwise generate cash from Gibson Coins, and any such strategies may subject you to additional risks.

If we or our third-party service providers experience a security breach or cyberattack and unauthorized parties obtain access to your Gibson Coins, or if your private keys are lost or destroyed or other similar circumstances or events occur, you may lose some or all of your Gibson Coins.

Security breaches and cyberattacks are of particular concern with respect to cryptocurrency, including Gibson Coins. Blockchain-based cryptocurrencies and the entities that provide services to participants in the cryptocurrency ecosystem have been, and may in the future be, subject to security breaches, cyberattacks, or other malicious activities. A successful security breach or cyberattack could result in a partial or total loss of your cryptocurrency in a manner that may not be covered by insurance or the liability provisions of the custody agreements with the custodians who hold your cryptocurrency.

I understand that there may be legal and tax consequences from the Election, execution of the Opt-In Agreement and receipt of the Distribution. Datavault encourages all Record Holders to seek legal and tax advice from qualified legal counsel and a tax professional before deciding to make the Election, execute this Agreement and receive the Distribution.

We encourage any Record Holder that has questions concerning the Election process to contact Alliance Advisors, our Information Agent, at 1-866-206-6970 (or 1-732-848-0859 for international holders) or DVL3@allianceadvisors.com. This Agreement may be executed and submitted to the Information Agent only via www.joshgibsoncoin.com. Any Agreement that is mailed, faxed, or emailed to any representative of Datavault or to the Information Agent will not be accepted.

I hereby make my irrevocable Election to accept the Distribution, subject to the foregoing terms and conditions.

Dated: _____

IF AN ENTITY:

Signature: _____

Name: _____

Title: _____

Entity: _____

IF AN INDIVIDUAL:

Signature: _____

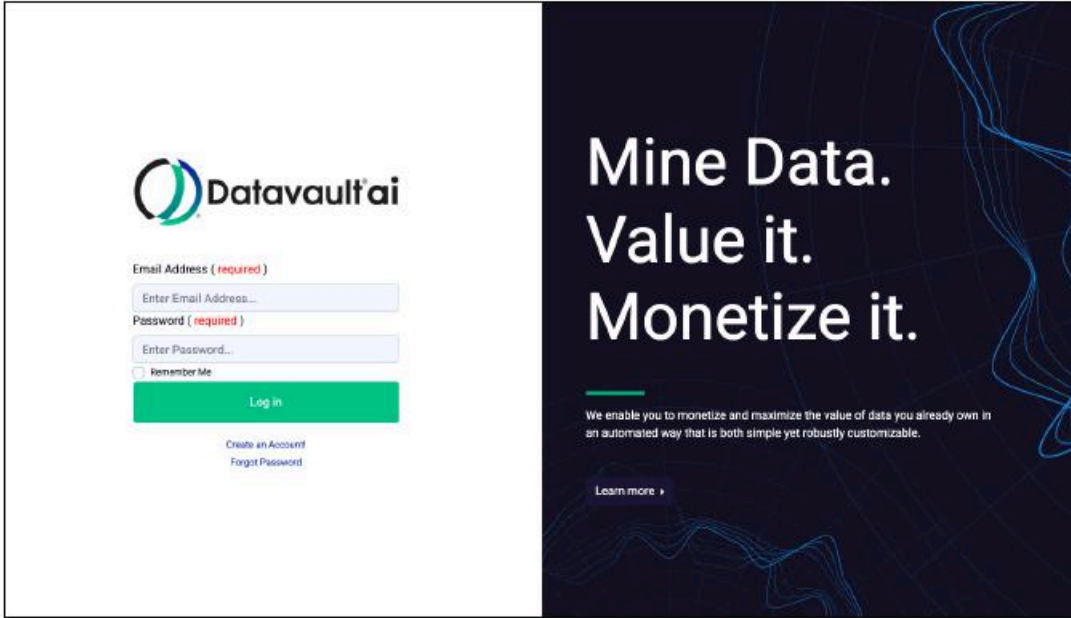
Name: _____

[signature page to Opt-In Agreement]

Onboarding Documentation - Datavault AI Wallet Creation

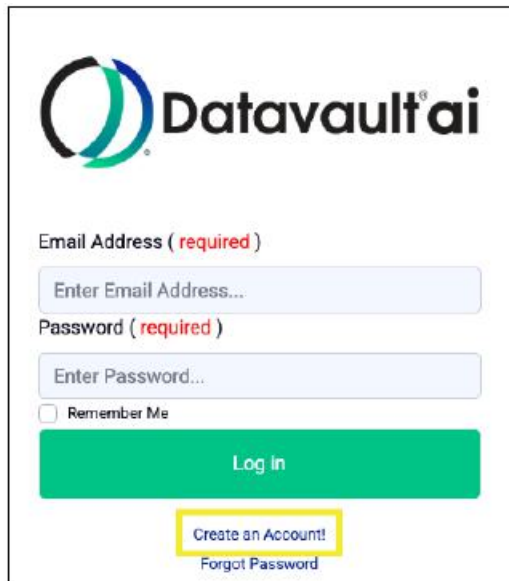
Step 1:

Visit <https://datavault.one/>



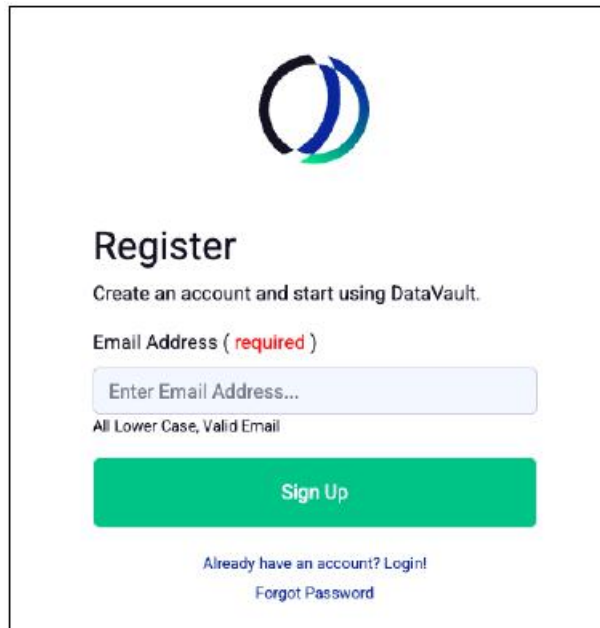
Step 2:

Click [Create an Account!](#)



Step 3:

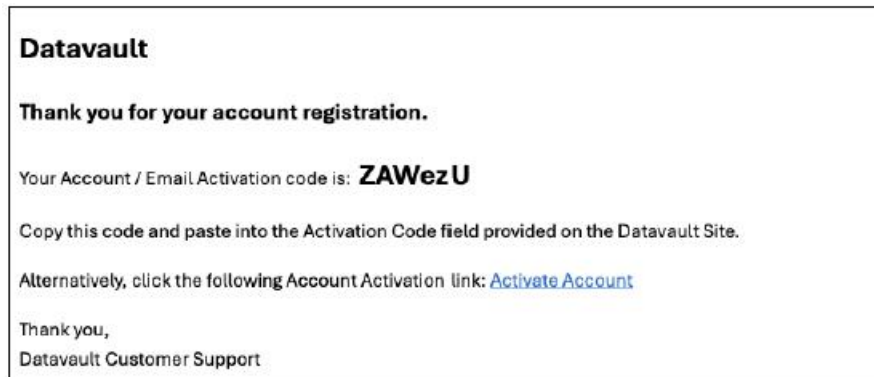
Enter personal email address to create DataVault username.



The image shows a registration form for DataVault. At the top center is the DataVault logo, which consists of two interlocking circles, one blue and one green. Below the logo, the word "Register" is written in a large, bold, black font. Underneath "Register" is the text "Create an account and start using DataVault." in a smaller black font. The next line is "Email Address (required)" in black, with "required" in red. Below this is a light blue input field with the placeholder text "Enter Email Address...". Under the input field, the text "All Lower Case, Valid Email" is written in a small black font. Below the input field is a large green button with the text "Sign Up" in white. At the bottom of the form, there are two links: "Already have an account? Login!" and "Forgot Password", both in a small black font.

Step 4:

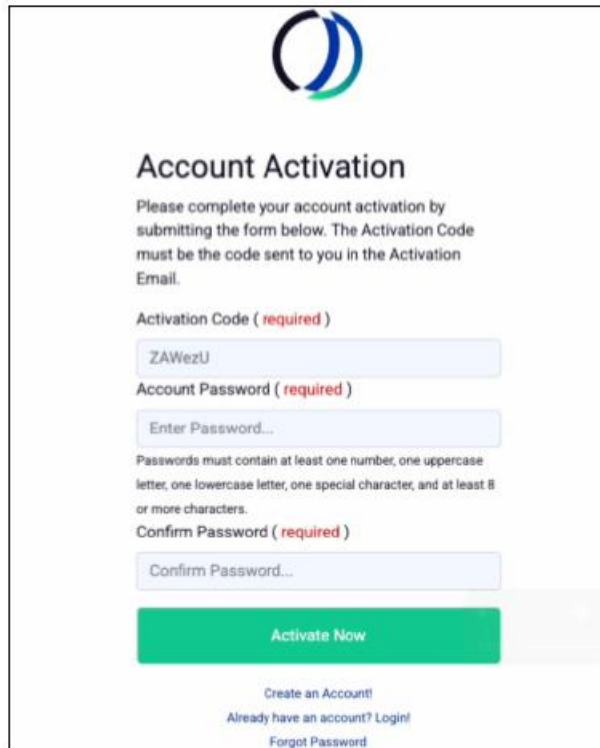
Open personal email to retrieve activation code




The image shows an email from DataVault. The header "Datavault" is in bold black font. Below it, the text "Thank you for your account registration." is in bold black font. The next line is "Your Account / Email Activation code is: **ZAWezU**". Below this is the text "Copy this code and paste into the Activation Code field provided on the Datavault Site." The next line is "Alternatively, click the following Account Activation link: [Activate Account](#)". The final two lines are "Thank you," and "Datavault Customer Support".

Step 5:

Copy and paste Activation Code or click Activate Account link. Create Password based on password requirements listed.



The image shows a web form for account activation. At the top center is a logo consisting of two overlapping circles, one blue and one green. Below the logo is the title "Account Activation" in a bold, black font. Underneath the title is a paragraph of instructions: "Please complete your account activation by submitting the form below. The Activation Code must be the code sent to you in the Activation Email." The form contains three input fields: "Activation Code (required)" with the value "ZAWezJ", "Account Password (required)" with the placeholder "Enter Password...", and "Confirm Password (required)" with the placeholder "Confirm Password...". Below these fields is a prominent green button labeled "Activate Now". At the bottom of the form, there are three links: "Create an Account!", "Already have an account? Login!", and "Forgot Password".



Account Activation

Please complete your account activation by submitting the form below. The Activation Code must be the code sent to you in the Activation Email.

Activation Code (**required**)

Account Password (**required**)

Passwords must contain at least one number, one uppercase letter, one lowercase letter, one special character, and at least 8 or more characters.

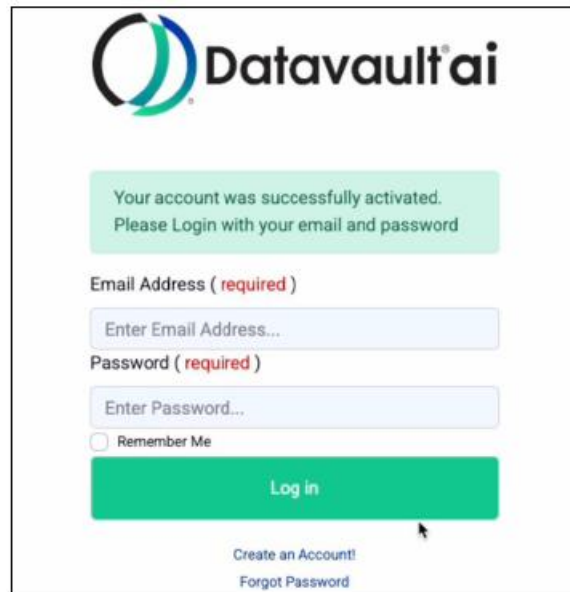
Confirm Password (**required**)

[Activate Now](#)

[Create an Account!](#)
[Already have an account? Login!](#)
[Forgot Password](#)

Step 6:

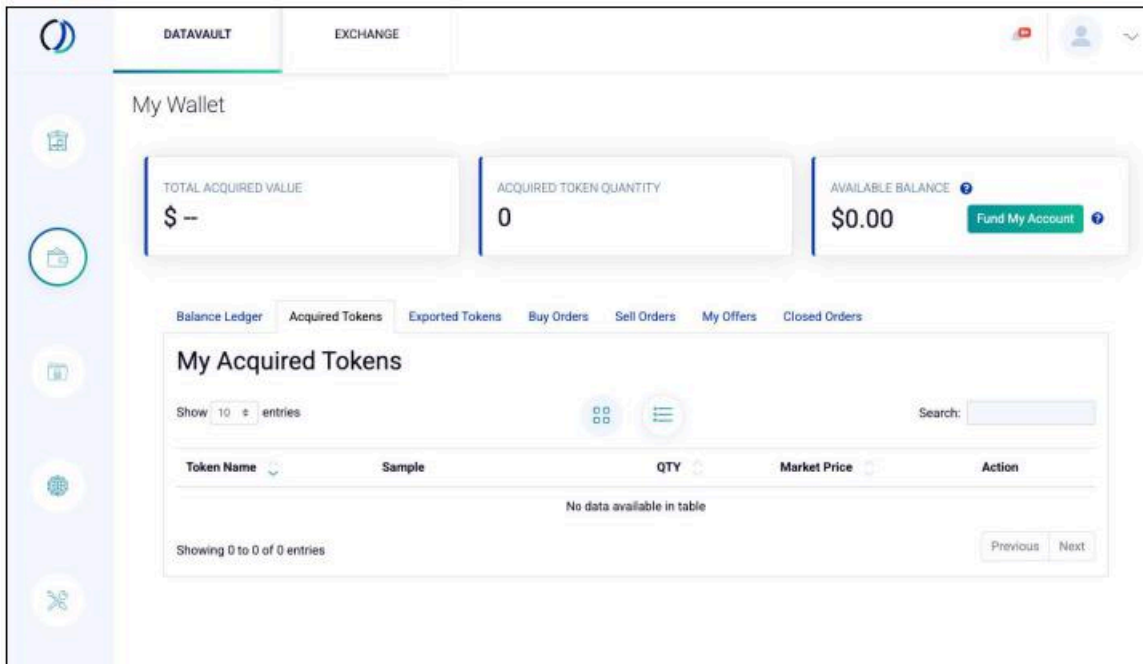
Login with email address and password



The image shows the login page for Datavault.ai. At the top is the Datavault.ai logo. Below it is a green message box that says "Your account was successfully activated. Please Login with your email and password". The form includes two input fields: "Email Address (required)" with a placeholder "Enter Email Address..." and "Password (required)" with a placeholder "Enter Password...". There is a "Remember Me" checkbox and a large green "Log in" button. At the bottom, there are links for "Create an Account!" and "Forgot Password".

Step 7:

Meme Coins will be deposited beginning on the payment date and after all conditions/verifications have been completed.



The image shows the "My Wallet" dashboard on the Datavault.ai website. The top navigation bar includes "DATAVAULT" and "EXCHANGE" tabs. The dashboard features three summary cards: "TOTAL ACQUIRED VALUE" showing "\$-", "ACQUIRED TOKEN QUANTITY" showing "0", and "AVAILABLE BALANCE" showing "\$0.00" with a "Fund My Account" button. Below these is a tabbed interface with "Acquired Tokens" selected. The "My Acquired Tokens" section has a search bar and a table with columns for "Token Name", "Sample", "QTY", "Market Price", and "Action". The table is currently empty, displaying "No data available in table".

DATAVAULT AI INC.

FREQUENTLY ASKED QUESTIONS
REGARDING THE JOSH GIBSON COIN DISTRIBUTION

This FAQ addresses details of the distribution of the Josh Gibson Coin tokens to certain record holders of common stock and certain other equity securities of Datavault AI Inc. ("Datavault"), including the record date, payment date, distribution ratio, opt-in and digital wallet requirements.

Q: What is the distribution of Josh Gibson Coin tokens to certain holders of Datavault equity securities?

- A. On February 26, 2026, Datavault announced that its board of directors declared a dividend ("Distribution") of one Josh Gibson Coin token (such token, the "Gibson Coin") for each share of Datavault's common stock, par value \$0.0001 per share (the "Datavault Common Stock"), held or deemed to be held by certain Datavault equityholders for purposes of the Distribution pursuant to certain contractual rights of the holders of the following equity securities of Datavault, in each case as of the close of business on the Record Date (as defined below):
- (i) Datavault Common Stock ("Record Datavault Common Holders"),
 - (ii) certain warrants to purchase Datavault Common Stock that have the right to participate in the Distribution pursuant to their respective terms (such warrants, the "Record Datavault Warrants" and such record holders, the "Record Datavault Warrant Holders"), and
 - (iii) certain equity awards and/or grants that are issued and outstanding as of the Record Date and which were granted under Datavault's stock option plan, stock incentive plan or other equity incentive plans that have not been exercised and settled (or, in the case of restricted stock awards, that have not yet vested) as of the Record Date that are entitled to participate in the Distribution pursuant to the terms of their respective awards and/or grants (such awards or grants, the "Record Datavault Awards" and such record holders, the "Record Datavault Award Holders" and together with the Record Datavault Common Holders, and the Record Datavault Warrant Holders, the "Record Holders").

Q: What is the Gibson Coin?

- A. The Gibson Coin is a digital collectible intended solely for personal, non-commercial use in connection with activities related to the celebration of Black History Month by honoring the legacy of baseball icon Josh Gibson. The Gibson Coin does not: (a) represent or confer any equity, voting, dividend, profit-sharing, or ownership rights in Datavault or any other entity; (b) provide any right to receive monetary payments, distributions, or appreciation; or (c) create any expectation of profit or reliance on the managerial or entrepreneurial efforts of Datavault or others. The Gibson Coin is not designed or intended to function as an investment, currency, or financial product, and it is not being offered, sold, or distributed for fundraising or capital-raising purposes. Use of the Gibson Coin is limited to entertainment, event-access, and digital-collectible functions. Any transferability features are provided solely to support personal digital item portability and not to facilitate or imply investment or speculative use.

Q: Are Gibson Coins being distributed to any other persons?

- A. No.

Q: What is the Record Date for the Distribution to the Record Holders?

A: The record date for determining the Record Holders who are entitled to receive Gibson Coins was March 9, 2026 (the “Record Date”), subject to the right of the Board of Directors of Datavault (the “Datavault Board”) to change the Record Date to a later date.

Q: What is the Payment Date for the Gibson Coins to be Distributed to Record Holders?

A: The Distribution will be paid beginning on April 30, 2026 (“Payment Date”), subject to the right of the Datavault Board to change the Payment Date to a later date or to revoke the Distribution entirely prior to the Payment Date.

Q: Can the Datavault Board revoke the Distribution to Record Holders?

A: Yes, the Datavault Board has the right to revoke the Distribution prior to the Payment Date.

Q: How will I know if the Datavault Board changes the Record Date or Payment Date or otherwise revokes the Distribution to Record Holders?

A: If the Datavault Board changes the Record Date or Payment Date or otherwise revokes the Distribution to Record Holders prior to the Payment Date, Datavault will file a Current Report on Form 8-K with the Securities and Exchange Commission to announce such changes or revocation.

Q: Will I receive Gibson Coins if I am a Record Holder?

A: If you are a Record Holder, meaning you held Datavault Securities as of the close of business on the Record Date, you are entitled to receive Gibson Coins, subject to your having:

- (i) a digital wallet with Datavault into which Gibson Coins can be delivered on or after the Payment Date (please note that the Record Holder’s opt-in email address must match the email address associated with their Datavault wallet); and
- (ii) elected to receive the Distribution by completing, duly executing, and submitting an Opt-In Agreement to Alliance Advisors, Datavault’s Information Agent (the “Information Agent”), in which, among other things, you will be required to provide a valid and accurate Datavault digital wallet address for Datavault to transfer the Gibson Coins.

If you do not already have a digital wallet with Datavault, instructions on how to set up a digital wallet with Datavault can be found at www.joshgibsoncoin.com.

You may initiate your election to receive your portion of the Distribution by completing, executing and submitting the Opt-In Agreement, which can be accessed at www.joshgibsoncoin.com. Once you have printed and executed the Opt-In Agreement you will need to upload the completed and executed agreement via a secure link on the Distribution Website under the field “Upload Your Opt-In Agreement”.

Q: How many Gibson Coins will I receive if I am a Record Holder?

A: If you are a Datavault Record Common Holder, then you will receive one Gibson Coin for each share of Datavault Common Stock held (or underlying the applicable Datavault Securities held) by you as of the close of business on the Record Date.

If you are a Record Datavault Warrant Holder or Record Datavault Award Holder, you will receive one Gibson Coin for each share of Datavault Common Stock underlying the applicable Datavault Securities held by you as of the close of business on the Record Date, as determined pursuant to the terms of the applicable Datavault Security you hold.

Q: How do I know if I am a Record Datavault Common Holder?

A: *Stockholder of Record: Shares Registered in Your Name*

If at the close of business on March 9, 2026, your shares of Datavault Common Stock were registered directly in your name with Datavault’s transfer agent, VStock Transfer LLC (“VStock”), then you are the stockholder of record for these shares and a Record Datavault Common Holder.

Beneficial Owner: Shares Registered in the Name of a Broker, Bank or Other Agent

If at the close of business on March 9, 2026, your shares of Datavault Common Stock were held, not in your name, but rather in an account at a brokerage firm, bank, dealer or other similar organization, then you are the beneficial owner of shares held in “street name”, and the organization holding your account is considered the stockholder of record, or the Record Datavault Common Holder, for purposes of the Distribution.

Q: What information was distributed to the Record Datavault Common Holders in connection with the Distribution?

A: *Stockholder of Record: Shares Registered in Your Name*

If at the close of business on March 9, 2026, your shares of Datavault Common Stock were registered directly in your name with Datavault’s transfer agent, VStock, then Alliance Advisors (the “Information Agent”), on Datavault’s behalf, mailed a letter to your address on record with VStock describing the Distribution and informing you about the process of electing to receive your portion of the Distribution by having or setting up your digital wallet and uploading your completed, executed Opt-In Agreement by navigating to www.joshgibsoncoin.com (the “Distribution Website”).

On the Distribution Website, you will find, among other information, the following (collectively, with this letter, the “Distribution Materials”):

- (i) These FAQs regarding the Distribution.
- (ii) Instructions for setting up a digital wallet with Datavault (if you don’t already have a digital wallet with Datavault).
- (iii) A form of Opt-In Agreement to be completed and executed by you and submitted to the Information Agent by uploading the completed and executed agreement via a secure link on the Distribution Website under the field “Upload Your Opt-In Agreement”.

Beneficial Owner: Shares Registered in the Name of a Broker, Bank or Other Agent

If at the close of business on March 9, 2026, your shares of Datavault Common Stock were held, not in your name, but rather in an account at a brokerage firm, bank, dealer or other similar organization, then you are the beneficial owner of shares held in “street name”, and the organization holding your account is considered the stockholder of record, or the Record Datavault Common Holder, for purposes of the Distribution.

As a Record Datavault Common Holder, your brokerage firm, bank, dealer or other similar organization should have received the cover letter from Datavault and will be responsible for distributing such cover letter to you.

Please visit the Distribution Website at www.joshgibsoncoin.com or contact Datavault’s Information Agent, Alliance Advisors, by phone or email at:

Alliance Advisors

Telephone Number: 1-866-206-6970 (or 1-732-848-0859 for international holders)

Email Address: DVL3@allianceadvisors.com

to coordinate as necessary with your brokerage firm, bank, dealer or other similar organization.

Q: How do I know if I am a Record Datavault Warrant Holder or Record Datavault Award Holder?

A: If at the close of business on March 9, 2026, you held Record Datavault Warrants and/or Record Datavault Awards, such securities were registered directly in your name with Datavault and you are the holder of record for such securities and therefore a Record Datavault Warrant Holder and/or Record Datavault Award Holder, as applicable, you are entitled to participate in the Distribution.

Record Datavault Warrants

Based on the books and records of Datavault, the following warrants to purchase Datavault Common Stock have the right to participate in the Distribution pursuant to their respective terms:

- (i) Common Stock Purchase Warrants, issued June 8, 2021;
- (ii) Common Stock Purchase Warrants, issued August 15, 2022;
- (iii) Common Stock Purchase Warrants, issued December 1, 2022;
- (iv) Common Stock Purchase Warrants, issued February 3, 2023; and
- (v) Certain Common Stock Purchase Warrants, issued February 13, 2024.

Record Datavault Awards

Based on the books and records of Datavault, certain shares of Datavault restricted stock and Datavault restricted stock units, in each case awarded pursuant to Datavault's 2018 Long-Term Stock Incentive Plan, Technical Team Retention Plan of 2022 or inducement award grants, are issued and outstanding as of the Record Date, have not been exercised and settled and are entitled to participate in the Distribution pursuant to the terms of their respective awards and/or grants.

Q: What information was distributed to the Record Datavault Warrant Holders and Record Datavault Award Holders in connection with the Distribution?

A: If at the close of business on March 9, 2026, you held Record Datavault Warrants and/or Record Datavault Awards, then such securities were registered directly in your name with Datavault (and not with Datavault's transfer agent), and Alliance Advisors, on Datavault's behalf, mailed a letter to your address on record with Datavault describing the Distribution and informing you about the process of electing to receive your portion of the Distribution by setting up your digital wallet with Datavault (if you don't already have one) and uploading your completed, executed Opt-In Agreement by navigating to the Distribution Website at www.joshgibsoncoin.com.

Q: What if I hold Record Datavault Warrants that have not been exercised in full and/or Record Datavault Awards that have not been vested in full, or are otherwise subject to limitations on participating in the Distribution, in each case, as of the Record Date and/or Payment Date?

A: The portion of the Distribution with respect to the unexercised portion of Datavault Warrants that have not been exercised in full shall be distributed on the same basis as the Distribution is made to Record Datavault Common Holders.
The portion of the Distribution with respect to the unvested portion of Record Datavault Awards that have not vested in full (or any portion thereof otherwise subject to limitations on participating in the Distribution) shall be distributed on the same basis as the Distribution is made to Record Datavault Common Holders.

Q: What if I am a holder of Datavault Securities and did not receive a letter from Datavault describing the Distribution and informing me about the process of electing to receive my portion of the Distribution or I have questions about how to receive the Gibson Coins?

A: *Stockholder of Record: Shares Registered in Your Name*

To obtain a copy of the letter from Datavault, or if you have questions about such letter, the Distribution Website, and/or how to receive the Gibson Coins or, subject to having completed and executed the Opt-In Agreement and having a digital wallet with Datavault, to check on the status of the deposit of your Gibson Coins in your digital wallet from and after the Payment Date, please visit the Distribution Website at www.joshgibsoncoin.com or contact Datavault's Information Agent, Alliance Advisors, by phone or email at:

Alliance Advisors

Telephone Number: 1-866-206-6970 (or 1-732-848-0859 for international holders)

Email Address: DVLT3@allianceadvisors.com

Beneficial Owner: Shares Registered in the Name of a Broker, Bank or Other Agent

If you hold your shares in "street name" through a brokerage firm, bank, dealer or other similar organization, that organization received the cover letter with respect to all Datavault Common Stock held by its customers; please visit the Distribution Website at www.joshgibsoncoin.com or contact Datavault's Information Agent, Alliance Advisors, by phone or email at:

Alliance Advisors

Telephone Number: 1-866-206-6970 (or 1-732-848-0859 for international holders)

Email Address: DVLT3@allianceadvisors.com

to coordinate as necessary with your brokerage firm, bank, dealer or other similar organization.

Record Datavault Warrant Holder and Record Datavault Award Holder

To obtain a copy of the letter from Datavault, or if you have questions about such letter, the Distribution Website, and/or how to receive the Gibson Coins or, subject to having completed and executed the Opt-In Agreement and having a digital wallet with Datavault, to check on the status of the deposit of your Gibson Coins in your digital wallet from and after the Payment Date, please visit the Distribution Website at www.joshgibsoncoin.com or contact Datavault's Information Agent, Alliance Advisors, by phone or email at:

Alliance Advisors

Telephone Number: 1-866-206-6970 (or 1-732-848-0859 for international holders)

Email Address: DVLT3@allianceadvisors.com

Q: Can I obtain, complete and submit the relevant Distribution Materials online?

A: Yes. In the cover letter that was mailed by Datavault, there is a QR Code that you may scan to obtain access to the Distribution Website (defined below) hosted by Datavault's Information Agent, Alliance Advisors, where you can obtain a copy of the Distribution Materials and instructions on how to complete and submit your Opt-In Agreement and, if you don't already have one, set up a digital wallet with Datavault. Please note that your opt-in email address must match the email address associated with your Datavault wallet.

You must initiate the process of electing to receive your portion of the Distribution by setting up your digital wallet with Datavault (unless you already have one) and completing the Opt-In Agreement by navigating to the Distribution Website at www.joshgibsoncoin.com. On the Distribution Website, you can view and download the Distribution Materials, set up a digital wallet with Datavault, and print, complete and submit your Opt-In Agreement.

Q: Why am I being asked to have a digital wallet with Datavault to receive the Gibson Coins?

A: The Gibson Coins are a digital asset and can only be held in a digital wallet. It is a condition to the receipt of the Gibson Coins in the Distribution that you have a digital wallet hosted by Datavault.

If you don't already have a digital wallet with Datavault, instructions for opening a digital wallet with Datavault can be found on the Distribution Website at www.joshgibsoncoin.com.

Q: If I have an existing digital wallet with Datavault, will I be required to create a new digital wallet to participate in the Distribution?

A: No.

Q: Why am I being asked to execute and deliver an Opt-In Agreement?

A: Execution of the Opt-In Agreement is also a condition to the receipt of the Gibson Coins.

By executing an Opt-In Agreement, you are agreeing, among other things, to the payment conditions set forth therein, and acknowledging that you understand the process for receiving the Gibson Coins, that the Datavault Board can change the Record Date, Payment Date or revoke the Distribution, and that the Gibson Coins may not have or maintain any value.

If you hold your shares in "street name" through a brokerage firm, bank, dealer or other similar organization, then in connection with your execution and delivery of the Opt-In Agreement, (a) Datavault may require additional documentation to verify the number of shares of Datavault Common Stock you hold, including the delivery of a copy of your brokerage statement as of the Record Date (or a full monthly statement for March 2026) or other certification regarding your holdings of Datavault Common Stock as of the Record Date, (b) you will need to authorize Datavault and Alliance Advisors to contact your brokerage firm, bank, dealer or other similar organization for purposes of verifying your holdings, and (c) you will be required to indemnify Datavault and its directors, officers, stockholders, members, partners, employees and agents to the fullest extent permitted by law with respect to certain losses arising in connection with your participation in the Distribution, including any inaccuracy in the number of shares of Datavault Common Stock set forth in your Opt-In Agreement, as more fully described therein. Verification of the number of shares of Datavault Common Stock that you hold shall be in the sole discretion of Alliance Advisors based on the certifications and/or other records and information presented by the applicable Record Holder.

Datavault urges you to read carefully the Opt-In Agreement prior to making any decision to accept the Gibson Coins.

Q: If I hold my shares of Datavault Common Stock in "street name" through more than one brokerage firm, bank, dealer or other similar organization, can I deliver one Opt-In Agreement for all of my shares?

A: If you hold your shares of Datavault Common Stock in "street name" through more than one brokerage firm, bank, dealer or other similar organization, then you will need to identify in the Opt-In Agreement the aggregate number of shares of Datavault Common Stock held at *each separate brokerage firm, bank, dealer or other similar organization*.

Q: If I delivered opt-in agreements or other documentation to the Information Agent in connection with prior dividends or distributions declared by Datavault, am I required to execute and deliver the Opt-In Agreement with respect to this Distribution?

A: Yes.

Q: If I hold my shares of Datavault Common Stock in “street name” and the Information Agent is unable to verify the number of shares that I hold, will I be able to receive my portion of the Distribution?

A: If you hold your shares of Datavault Common Stock in “street name” with a brokerage firm, bank, dealer or other similar organization and the Information Agent is unable to verify the number of shares that you hold with such brokerage firm, bank, dealer or other similar organization, including if you fail to provide additional documentation to verify the number of shares of Datavault Common Stock that you hold in street name, then you will not receive your portion of the Distribution until such time as the number of shares that you hold with such brokerage firm, bank, dealer or other similar organization can be verified by the Information Agent.

Q: The Opt-In Agreement requires that I provide personal information to Datavault and the Information Agent. Will that personal information be shared with third parties by Datavault or the Information Agent?

A: Neither Datavault nor the Information Agent will share Holder information with third parties.

Q: What is the value of the Gibson Coins?

A: The fair market value per Gibson Coin is \$0.000084 as of March 26, 2026, based on an independent valuation conducted by an independent third-party valuation firm at the request of Datavault, and such value assumes that the Gibson Coins are illiquid through April 30, 2026. *See the Risk Factors that form a part of the Opt-In Agreement.*

Q: Will there be a trading market for the Gibson Coins?

A: Yes, Datavault anticipates that in the second quarter of 2026, the Gibson Coins will be tradeable on Datavault’s proprietary Information Data Exchange, which acts as a digital marketplace where registered buyers and sellers can securely exchange payment for data assets, including the Gibson Coins. Datavault will notify holders of Gibson Coins via email when they can commence trading the Gibson Coins on the Information Data Exchange. Holders of Gibson Coins may also be able to export the Gibson Coins to other digital wallets.

Q: Will there be fees associated with opening a digital wallet with Datavault?

A: No, there will not be fees associated with opening a digital wallet with Datavault.

Q: Will there be fees associated with transfers of Gibson Coins or trades made on the Information Data Exchange after the initial deposit of Gibson Coins into my digital wallet?

A: Datavault will notify holders of Gibson Coins when they can commence trading the Gibson Coins on the Information Data Exchange.

Trades of Gibson Coins made on the Information Data Exchange will incur ordinary course trading fees that are based on transaction value and embedded within the terms of the applicable smart contract. Gibson Coins that are exported to and traded on other trading platforms or digital exchanges may be subject to additional fees not imposed by Datavault.

Q: What are the tax consequences to Record Holders of accepting the Gibson Coins?

A: *Record Datavault Common Holders and Record Datavault Award Holders*

The distribution of Gibson Coins is an in-kind distribution that may be a dividend (to the extent of Datavault's current and accumulated earnings and profits ("E&P")). With respect to Gibson Coins issued to a Record Datavault Common Holder or Record Datavault Award Holder, any amount in excess of E&P would reduce a Record Datavault Common Holder or Record Datavault Award Holder's tax basis in its Datavault Common Stock underlying the dividend and any amount in excess of that basis should constitute gain. Datavault may elect to treat the entire amount as a dividend or may elect to report it in another manner as it decides is appropriate in consultation with Datavault's tax preparers. In executing and delivering to Datavault the Opt-In Agreement, you agree (and will be required absent disclosure to the Internal Revenue Service (the "IRS") and other tax authorities) to report such amounts in the same manner as Datavault.

Datavault intends to notify such record holders of the manner in which it will report such amounts to the IRS by push notifications to digital wallets.

Record Datavault Warrant Holders

The tax treatment of the dividend with respect to the Record Datavault Warrant Holders of the Gibson Coin is unclear. Such distribution could be treated as a dividend, or may be subject to another treatment. Datavault will report such amounts in such manner as it decides is appropriate in consultation with Datavault's tax preparers. In executing and delivering to Datavault the Opt-In Agreement, you agree (and will be required absent disclosure to the IRS and other tax authorities) to report such amounts in the same manner as Datavault.

Datavault intends to notify such record holders of the manner in which it will report such amounts to the IRS by push notifications to digital wallets.

Q: I share an address with another Datavault stockholder, and we received only one paper copy of the letter from Datavault. How may I obtain an additional copy of the letter from Datavault?

A: Datavault has adopted a procedure called "householding". Under this procedure, Datavault delivers a single copy of the letter from Datavault to multiple stockholders and other equityholders who share the same address, unless it has received contrary instructions from one or more of such stockholders or other equityholders. This procedure reduces our printing costs, mailing costs and fees. Stockholders and other equityholders who participate in householding will continue to be able to access and receive separate letters from Datavault. Upon written or oral request, Datavault (through the Information Agent) will deliver promptly a separate copy of the letter from Datavault to any stockholder or other equityholder at a shared address to which Datavault delivered a single copy of any of these materials. To receive a separate copy, or, if a stockholder or other equityholder is receiving multiple copies, to request that we only send a single copy of the letter from Datavault, such stockholder or other equityholder may contact Alliance Advisors at:

Alliance Advisors

Telephone Number: 1-866-206-6970 (or 1-732-848-0859 for international holders)

Email Address: DVL3@allianceadvisors.com

We encourage stockholders to contact Alliance by telephone or e-mail instead of physical mail to help ensure timely receipt of any request a copy of the letter from Datavault.

Q: I share an address with another Datavault stockholder. Am I required to have my own digital wallet with Datavault?

A: Yes, each Record Holder is required to have their own digital wallet with Datavault in order to receive the Distribution.

Q: I am a non-U.S. Record Holder. Am I eligible to participate in the Distribution?

A: Yes, non-U.S. Record Holders are eligible to participate in the Distribution on the same terms and conditions as U.S. Record Holders, including as set forth in the Opt-In Agreement and this FAQ.

Q: Should I seek advice from legal and/or tax advisors before I elect to receive the Distribution?

A: There may be legal and tax consequences from your election to participate in the Distribution, execution of the Opt-In Agreement and receipt of the Distribution.

Datavault encourages all Record Holders to seek legal and tax advice from qualified legal counsel and a tax professional before deciding to elect to participate in the Distribution, execute the Opt-In Agreement and receive the Distribution.

Q: Is there a deadline to execute and deliver the Opt-In Agreement?

A: No. Datavault encourages you to execute and deliver the Opt-In Agreement on or prior to the Payment Date. A Record Holder's execution and delivery of the Opt-In Agreement after the Payment Date may result in delays in the payment of the Distribution to such Record Holder.