

**EMBARGO & NON-DISCLOSURE AGREEMENT
DISCLOSURES BY SONY ELECTRONICS INC.**

THIS AGREEMENT is made and entered into as of the date set forth in the signature block ("Effective Date") between Sony Electronics Inc., located at 16535 Via Esprillo, San Diego, CA 92127 ("Sony"), and the undersigned party ("Recipient").

WHEREAS, Sony wishes to disclose to Recipient, and Recipient wishes to receive from Sony, certain information considered and treated by Sony as confidential and proprietary ("Confidential Information") in anticipation of **product press announcements planned for May 27, 2026, 9 AM PT/ 12 PM ET ("Embargoed Date")**. Recipient is willing to receive such Confidential Information subject to the terms and conditions set forth in this Agreement. A strict Embargoed Date will be established for each piece of Confidential Information shared. Sony reserves the right to change the Embargoed Date at any time. If a new Embargoed Date is established it shall replace the previously shared Embargoed Date, which shall be null and void.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter contained, the parties agree as follows:

1. Sony possesses certain valuable, confidential and/or proprietary information related to the announcement of product, including without limitation to, launches, promotions, sales, and deals, including documents and materials relating thereto (collectively, "Confidential Information"). Sony agrees to disclose the Confidential Information to Recipient for the purpose of evaluation by Recipient prior to the Embargoed Date. Sony reserves the right to change/edit any Confidential Information shared until agreed upon Embargoed Date. If shared Confidential Information is changed by Sony, all previous versions of shall continue to be Confidential Information though null and void with regard to use in the product press announcement or Recipient use or disclosure in its review of the product or otherwise. Nothing herein shall be construed to constitute an option, grant or license to the Recipient.
2. Subject to the terms set forth herein, Recipient agrees to embargo, safeguard and hold in confidence, and to neither directly nor indirectly disclose or use, the Confidential Information disclosed by or obtained from Sony, until after the Embargoed Date. After the Embargoed Date, the Confidential Information will no longer be considered confidential, and Recipient may disclose the Confidential Information along with any information it obtains at the press announcement.
3. Recipient agrees to restrict access to all of the Confidential Information to only its employees, business advisors, and attorneys (collectively, "Representatives") who are on a need-to-know basis and : (i) require the Confidential Information for the purpose for which such disclosure is being made under this Agreement; and (ii) have agreed in writing with Recipient to maintain the confidential nature of all Confidential Information (including that of third parties) received by them under the same terms and conditions and confidentiality obligations hereof. Recipient shall be liable for any breach regarding the Representatives.
4. In the event the Recipient is required by law, regulation, government, or court order to disclose any of the Confidential Information of Sony, the Recipient will promptly notify Sony in writing prior to making any such disclosure in order to allow Sony to seek a protective order or other appropriate remedy from the proper authority. Delaware law shall govern this Agreement, without regard to conflict of law principles. Recipient may not assign or delegate any rights or duties of this Agreement. Recipient acknowledges that breach of its obligations of confidentiality and non-use hereunder would cause irreparable harm for which remedies at law would be inadequate, and, thus, such breach shall entitle Sony to seek immediate injunctive relief.
5. Confidential Information of Sony expressly excludes any information that Recipient can demonstrate: (i) was already known by Recipient without any obligations of confidentiality; (ii) was obtained by Recipient from a third party lawfully in possession thereof without any obligation of confidentiality; (iii) is or becomes part of the public domain through no fault of Recipient; or (iv) is independently ascertained or developed by or for Recipient by their employees or any third party without use of such Confidential Information.
6. A signature received electronically via email or other digital means shall be as legally binding for all purposes as an original signature.

IN WITNESS WHEREOF, the Recipient, by its duly authorized representative, has executed this Agreement as of the date first above written.

Party Recipient's Name (Print):	
Signature:	
Title:	
Organization:	
Date:	