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

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No.2)*

VOXX INTERNATIONAL CORPORATION

(Name of Issuer)

Class A Common Stock, $0.01 par value

(Title of Class of Securities)

91829F104
(CUSIP Number)

Steve Downing
Chief Executive Officer
Gentex Corporation
600 North Centennial Street
Zeeland, Michigan 49464
(616) 772-1800

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 23, 2024

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of § 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 91829F104				Page 2 of 5 Pages
1	NAME OF REPORTING PERSONS Gentex Corporation			
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) (b)			
3	SEC USE ONLY			
4	SOURCE OF FUNDS (See Instructions) WC			
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)			
6	CITIZENSHIP OR PLACE OF ORGANIZATION Michigan			
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 6,463,808	
		8	SHARED VOTING POWER	
		9	SOLE DISPOSITIVE POWER 6,463,808	
		10	SHARED DISPOSITIVE POWER	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,463,808			
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)			
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 31.97% (1)			
14	TYPE OF REPORTING PERSON (See Instructions) CO			

(1) This percentage is calculated based upon 20,217,001 shares of the Issuer's Class A Common Stock, $0.01 par value, of Voxx International Corporation (the "Issuer") reported to be outstanding as of July 8, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on July 10, 2024.

Explanatory Note

This Amendment No. 2 ("Amendment No. 2") to Schedule 13D relates to the Class A common stock, par value $0.01 per share (the "Class A Common Stock") of Voxx International Corporation, a Delaware corporation (the "Issuer"), and amends and supplements the initial statement on Schedule 13D filed by Gentex Corporation ("Gentex") with the Securities and Exchange Commission ("SEC") on October 11, 2023, as amended by Amendment No. 1 filed on January 9, 2024 (collectively, the "Initial Schedule 13D", and as amended and supplemented by this Amendment No. 2, the "Schedule 13D").

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Initial 13D is hereby amended and restated as set forth below:

The disclosure in Item 4 below is incorporated herein by reference.

Gentex used approximately $15,762,500 from its working capital to purchase the August 2024 Shares (as defined in Item 4 below) on August 23, 2024, as described herein. Previously, Gentex used approximately $31,375,000 from its working capital to purchase the Initial Shares (as defined in Item 4 below).

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and restated as follows:

On October 6, 2023, Gentex entered into the Stock Purchase Agreement (the "Initial Purchase Agreement") with Avalon Park International LLC and Avalon Park Group Holding AG (together, the "Sellers") pursuant to which Gentex acquired 3,137,500 shares of Class A Common Stock of the Issuer (the "Initial Shares") in two equal tranches of 1,568,750 shares of Class A Common Stock on October 6, 2023 and January 5, 2024 at a price of $10 per share. Beat M. Kahli, a director of the Issuer, is a controlling member or shareholder of each of the Sellers. On August 23, 2024, Gentex entered into another Stock Purchase Agreement (the "August 2024 Purchase Agreement") with the Sellers pursuant to which Gentex acquired 3,152,500 shares of Class A Common Stock of the Issuer on August 23, 2024 (the "August 2024 Shares" and, together with the Initial Shares, the "Purchased Shares") at a price of $5.00 per share. In addition, on August 23, 2024, Gentex entered into a term sheet (the "Term Sheet") with Mr. Kahli and GalvanEyes LLC ("GalvanEyes"), an entity that is majority owned by Mr. Kahli, which sets forth the principal terms for the proposed acquisition by Gentex of all of the equity interests of GalvanEyes. GalvanEyes is party to a joint venture agreement with EyeLock LLC, a majority owned subsidiary of the Issuer, as disclosed in the Issuer's Current Report on Form 8-K filed with the SEC on March 7, 2024. Pursuant to the Term Sheet, Gentex, GalvanEyes and Mr. Kahli agreed to use best efforts complete the GalvanEyes transaction based on the terms set forth therein within 45 days of the signing of the Term Sheet. A copy of the Initial Purchase Agreement was attached as Exhibit 1 to the Initial Schedule 13D and copies of the August 2024 Purchase Agreement and the Term Sheet are attached hereto as Exhibits 2 and 3, respectively. The Initial Purchase Agreement, the August 2024 Purchase Agreement and the Term Sheet are incorporated herein by reference.

Gentex acquired the Purchased Shares for investment purposes. Other than (1) as described below and (2) that Steve Downing, chief executive officer of Gentex, currently serves as a director of the Issuer and may have influence over the corporate activities of the Issuer, neither Gentex nor any of the directors and executive officers has any current plans or proposals that relate to or would result in any of the matters listed in Items 4(a) to 4(j) of Schedule 13D.

Gentex reserves the right to acquire additional securities of the Issuer, to dispose of its securities of the Issuer at any time, or to formulate other purposes, plans or proposals regarding the Issuer or any of its securities. Gentex has engaged, and may engage in the future, in discussions with the Issuer's senior management, Board of Directors (the "Board"), stockholders and other relevant parties to encourage, cause or seek to cause the Issuer or such persons to consider or explore material changes to the business plan or capitalization of the Issuer. Any actions Gentex might undertake may be made at any time and from time to time without prior notice and will be dependent upon Gentex's review of numerous factors, including, but not limited to, an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market,

industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

On May 31, 2024, Gentex submitted a preliminary, non-binding proposal to the Board that outlined certain principal terms on which Gentex would consider acquiring all of the outstanding shares of the Issuer not currently owned by Gentex (the "Proposal"). The Proposal was subject to a number of conditions, including, among other things, the negotiation and execution of definitive agreements and the approval of the transaction by shareholders of the Issuer and it provided that Mr. Downing would recuse himself from any discussions about the Proposal or alternative transactions. A copy of the Proposal is attached as Exhibit 4 hereto and is incorporated by reference herein. The Proposal was reviewed by the Board without the participation of Mr. Downing and the Issuer subsequently advised Gentex that the Board, without the participation of Mr. Downing, determined not to proceed with Gentex on the basis of the Proposal at that time, but indicated that it would invite Gentex to participate in any strategic process that the Board might initiate.

Following Gentex's purchase of the August 2024 Shares, Gentex and Issuer entered into a customary confidentiality agreement that included, among other things, a standstill provision. A copy of such confidentiality agreement is attached hereto as Exhibit 5 and is incorporated by reference herein.

There can be no assurance that anything related to the Proposal will result in any definitive agreement, transaction or any other strategic alternative or when any of the foregoing may happen. Gentex reserves the right to formulate other plans or make other proposals that could result in one or more of the transactions, events or actions specified in subparagraphs (a) through (j) of Item 4 of Schedule 13D, and to modify or withdraw any such plan or proposal at any time.

Gentex does not intend to make additional disclosures regarding the Proposal until a definitive agreement has been reached, unless disclosure is otherwise required under applicable U.S. securities laws. Gentex may modify the Proposal, determine to accelerate or terminate discussions with the Board, take any action to facilitate or increase the likelihood of consummation of the Proposal, or change their intentions with respect to any such matters, in each case at any time and without prior notice. Gentex will, directly or indirectly, continue to take and take such additional steps as it deems appropriate to further the Proposal or otherwise to support its investment in the Issuer, including, without limitation engaging in discussions with advisors and other relevant parties.

Neither the Proposal nor this Amendment No. 2 is meant to be, nor should be construed as, an offer to buy or the solicitation of an offer to sell any of the Issuer's securities.

Item 5. Interest in Securities of the Issuer

Item 5 of the Initial 13D is hereby amended and restated as set forth below:

The information set forth in or incorporated by reference in Items 2, 3 and 4 of this Schedule 13D is incorporated by reference in its entirety into this Item 5.

(a) See responses to Items 11 and 13 on the cover page of this Schedule 13D.

(b) Gentex has sole power to vote and dispose of the securities of the Issuer held by it.

(c) Other than as described herein, no transactions of Common Shares were effected by Gentex during the past 60 days.

(d) Not applicable

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and restated to read as follows:

Item 4 of the Schedule 13D is incorporated herein by reference.

Gentex and the Sellers entered into the Initial Purchase Agreement and the August 2024 Purchase Agreement in connection with the purchase by Gentex of the Purchased Shares. A description of the material terms of the Initial Purchase Agreement and the August 2024 Purchase Agreement is set forth in Item 4 of this Schedule 13D. A copy of the Initial Purchase Agreement was filed as Exhibit 1 to the Initial Schedule 13D and the August 2024 Purchase Agreement is filed as Exhibit 2 to this Schedule 13D and each are incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented to add the following:

Exhibit	Description
2	Stock Purchase Agreement by and among Gentex Corporation, Avalon Park International LLC and Avalon Park Group Holding AG, dated as of August 23, 2024.
3	Term Sheet by and among Gentex Corporation, Beat M. Khali and GalvanEyes LLC, dated August 23, 2024.
4	Nonbinding Proposal, dated as of May 31, 2024.
5	Confidentiality and Non-Disclosure Agreement, dated August 26, 2024.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: August 27, 2024

Gentex Corporation

By: /s/ Kevin C Nash
Name: Kevin C. Nash
Title: Chief Financial Officer

Schedule A
Name, business address, present principal occupation or employment and place of citizenship of the directors and executive officers of Gentex Corporation

Executive Officers and Directors of Gentex

The business address of each director and executive officer is c/o Gentex Corporation, 600 North Centennial Street, Zeeland, Michigan, 49464. Unless otherwise indicated, each director and executive officer is a citizen of the United States.

NAME AND POSITION	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT
Steve Downing Chief Executive Officer and Director	President and Chief Executive Officer, Gentex
Joseph Anderson Director	Majority Owner, Chairman and Chief Executive Officer of TAG Holdings, LLC
Leslie Brown Director	Owner and Chairperson, Metal Flow Corporation
Garth Deur Director	Managing Director, Iroquois Ventures LLC
Dr. Bill Pink Director	President, Ferris State University
Richard Schaum Director	General Manager, 3rd Horizon Associates LLC
Kathleen Starkoff Director	President and Chief Executive Officer, Orange Star Consulting
Brian Walker Director	Partner – Strategic Operations, Huron Capital
Dr. Ling Zang Director	Professor, University of Utah
Neil Boehm Chief Technology Officer and Vice President, Engineering	Chief Technology Officer, and Vice President, Engineering Gentex
Kevin Nash Chief Financial Officer, Treasurer and Vice President, Finance	Chief Financial Officer, Treasurer and Vice President, Finance, Gentex
Matthew Chiodo Chief Sales Officer and Senior Vice President, Sales	Chief Sales Officer and Senior Vice President, Sales, Gentex
Scott Ryan Vice President, General Counsel and Corporate Secretary	Vice President, General Counsel and Corporate Secretary, Gentex

EXECUTION VERSION

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made as of August 23, 2024, by and among Gentex Corporation (the "Purchaser"), and the entities identified on Schedule 1 (each, a "Seller" and collectively, the "Sellers").

WHEREAS, the Sellers wish to transfer, assign, sell, convey and deliver to the Purchaser, and the Purchaser wishes to purchase from the Sellers, an aggregate of 3,152,500 shares (the "Shares") of Class A Common Stock, $0.01 par value per share (the "Class A Common Stock"), of VOXX International Corporation (the "Company") in the amounts, at the price, on the date and on the terms and subject to the conditions set forth in this Agreement (the "Offering"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for good and valuable consideration, the Purchaser and each Seller, severally and not jointly, agree as follows:

1. Purchase and Sale of the Shares.

   a. At the closing of the Offering (the "Offering Closing"), and subject to the terms and conditions hereof, each of the Sellers, severally and not jointly, will transfer, assign, sell, convey and deliver to the Purchaser, the number of Shares set forth opposite such Seller's name in Schedule 1, and the Purchaser will purchase from the Sellers the number of Shares set forth opposite the Purchaser's name in Schedule 1. In connection with such transfer, each of the Sellers will deliver the Shares to be sold by it to the Purchaser (as provided in Section 2(a) below). In exchange for the transfer of the Shares, the Purchaser will pay each Seller the aggregate amount set forth opposite such Seller's name in Schedule 1 (the "Purchase Consideration").

   b. Subject to the satisfaction or waiver of the conditions set forth in Section 5 below (other than conditions that by their nature are to be satisfied at the Offering Closing, but subject to the satisfaction or waiver of those conditions at such time), the Offering Closing shall occur on August 23, 2024 (the "Settlement Date").

2. Deliveries at Closing.

   a. At the Offering Closing, each Seller shall, severally and not jointly, transfer or cause to be transferred to the Purchaser the number of Shares set forth opposite such Seller's name in Schedule 1 in electronic form via book-entry record through the Transfer Agent.

   b. At the Offering Closing, the Purchaser shall deliver or cause to be delivered to each Seller the Purchase Consideration set forth opposite such Seller's name on Schedule 1 by transfer of immediately available funds to the accounts designated by the Sellers.

3. Purchaser Representations. In purchasing the Shares, the Purchaser acknowledges, represents and warrants to the Sellers on the date hereof and on the Settlement Date that:

a. The Purchaser is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. The Purchaser has requisite right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

b. This Agreement has been duly authorized by the Purchaser, has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

c. The purchase of the Shares by the Purchaser hereunder will not conflict with, result in a breach or violation of, or constitute a default under, (i) any law applicable to the Purchaser, (ii) the charter documents of the Purchaser or (iii) the terms of any indenture or other agreement or instrument to which the Purchaser is a party or bound, or any judgment, order or decree applicable to the Purchaser of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Purchaser, except in the cases of (i) and (iii), for any such conflict, breach, violation or default that would not materially and adversely affect the purchase of the Shares and the consummation of the transactions contemplated herein.

d. No consent, approval, authorization or order of, or filing by the Purchaser with, any court, governmental agency or body or stock exchange is required for the consummation by the Purchaser of its purchase of the Shares hereunder.

e. The Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Consideration and consummate the transactions contemplated by this Agreement.

f. The Purchaser is a sophisticated investor and has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Company and is able to bear the economic risk of loss of its investment in the Company. The Purchaser acknowledges that the Sellers and their officers, advisors, counsel and other representatives may possess non-public information regarding the Company not known to the Purchaser that the Purchaser may deem material to its decision to purchase the Shares and the Purchaser hereby waives any claim, or potential claim, it has or may have against any Seller and its officers, advisors and counsel relating to their possession of material non-public information. Except for the express representations and warranties contained in this Agreement, neither the Sellers, nor any of their respective affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to the Purchaser.

g. The Purchaser has no arrangement with any person, directly or indirectly, to participate in the distribution of the Shares.

4. Seller Representations. Each Seller, severally and not jointly, acknowledges, represents and warrants to the Purchaser on the date hereof and on the Settlement Date that:

a. Such Seller is an entity duly organized and validly existing under the laws of its jurisdiction of organization. Such Seller has requisite right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

b. This Agreement has been duly authorized, executed and delivered by such Seller and constitutes the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with their terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

c. Such Seller is the record and beneficial owner of the Shares to be sold by it in the Offering, and upon the Offering Closing will transfer to the Purchaser good and marketable title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, all such Shares, free and clear of any liens, claims, security interests, restrictions, options or other encumbrances of any kind, other than transfer restrictions under federal and state securities laws. Such Seller has not granted any option of any sort with respect to such Shares or any right to acquire such Shares or any interest therein other than to the Purchaser under this Agreement.

d. The transfer of the Shares to be sold by such Seller in the Offering will not conflict with, result in a breach or violation of, or constitute a default under, (i) any law applicable to such Seller or, (ii) the limited partnership agreement, general partnership agreement or other organizational document, as applicable, of such Seller or (iii) the terms of any indenture or other agreement or instrument to which such Seller is a party or bound, or any judgment, order or decree applicable to such Seller of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over such Seller, except in the cases of (i) and (iii), for any such conflict, breach, violation or default that would not materially and adversely affect the sale of the Shares and the consummation of the transactions contemplated herein.

e. No consent, approval, authorization or order of, or filing by such Seller with, any court, governmental agency or body or stock exchange is required for the consummation by such Seller of the sale of the Shares to be sold by such Seller in the Offering, except as may be required by applicable securities laws in connection with the offer and sale of the Shares.

f. Such Seller has not engaged any investment banker, broker, or finder in connection with the Offering, and no broker's or similar fee is payable by such Seller or any of its affiliates in connection with the transfer of the Shares owned by such Seller hereunder.

g. Except for the express representations and warranties contained in this Agreement, neither the Purchaser, nor any of its affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to such Seller.

5. Conditions Precedent to Obligations of the Sellers and Purchaser.

a. The obligations of the Purchaser are subject to the satisfaction of the conditions precedent that (i) the representations and warranties of the Sellers contained herein shall be true and correct as of the date hereof and the Settlement Date (including as if

made both on the date hereof and on the Settlement Date), (ii) the Sellers shall have complied with all of their covenants and agreements contained in this Agreement to be performed on or prior to the Settlement Date, and (iii) no order shall have been entered by or with any governmental authority or arbitral body, and no other legal restraint or prohibition shall be in effect, preventing the sale by the Sellers or the purchase by the Purchaser, of the Shares.

b. The obligations of the Sellers are subject to the satisfaction of the conditions precedent that (i) the representations and warranties of the Purchaser contained herein shall be true and correct as of the date hereof and the Settlement Date (including as if made both on the date hereof and on the Settlement Date), (ii) the Purchaser shall have complied with all of its covenants and agreements contained in this Agreement to be performed on or prior to the Settlement Date, and (iii) no order shall have been entered by or with any governmental authority or arbitral body, and no other legal restraint or prohibition shall be in effect, preventing the sale by the Sellers or the purchase by the Purchaser, of the Shares.

6. Termination.

a. Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the Offering Closing with respect to the applicable parties as follows:

i. by written agreement of the Purchaser, on the one hand, and one or more Sellers, on the other hand, which termination shall be effective as between or among the Purchaser and such Seller(s); or

ii. by the Purchaser or any of the Sellers (but only with respect to such terminating Seller's rights and obligations hereunder) if there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent governmental authority enjoining the Company or such Seller from consummating the transactions contemplated by this

Agreement shall have been entered and such judgment, injunction, order or decree shall have become final and nonappealable; provided that the party seeking to terminate this Agreement pursuant to this Section 6(a)(ii) shall have used its commercially reasonable efforts to render inapplicable such law or regulation or remove such judgment, injunction, order or decree prior to such termination.

b. In the event of termination and abandonment by the Purchaser or any Seller pursuant to Section 6(a), written notice thereof specifying the provision of this Agreement pursuant to which such termination is effected, shall forthwith be given to the other parties hereto, and, solely with respect to a termination by the Purchaser or all of the Sellers, this Agreement shall terminate, and the subscription for the Shares hereunder shall be abandoned. For the avoidance of doubt, a termination by any Seller shall only terminate the rights and obligations of such Seller hereunder and shall not affect the rights and obligations of the other parties hereto. The parties acknowledge that the failure by any one Seller to consummate the subscription for such Seller's Shares shall not affect

or modify the obligations of the Purchaser or the other Sellers to consummate the transactions contemplated hereby.

c. In the event of any termination of this Agreement as provided in Section 6(a) by the Purchaser or all of the Sellers, this Agreement, except for the provisions of this Section 6(c) and Section 7 below, shall terminate and become void and have no effect, without any liability on the part of any party or its directors, officers or stockholders with respect thereto. Notwithstanding the foregoing, nothing in this Section 6(c) shall relieve any party to this Agreement of liability for fraud or any material breach of any covenant or agreement set forth in this Agreement.

7. Miscellaneous.

a. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes any and all prior agreements related to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. The respective agreements, representations, warranties and other statements of the Purchaser and the Sellers, as set forth in this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Purchaser or the Sellers or any of their respective officers, directors or affiliates, and shall survive delivery of and payment for the Shares. This Agreement may not be assigned by any party without the written consent of the other parties and any such assignment without such written consent shall be void.

b. Each party shall keep this Agreement and the terms and conditions hereof strictly confidential and shall not disclose them to any third party, provided each party shall be permitted to disclose this Agreement or such information hereunder as is reasonably required to be disclosed in confidence to its directors, officers, employees, affiliates, owners, counsel, accountants, lenders and advisors (provided, further, however, that such party shall be responsible for any breach of the terms hereof by any such persons) or as otherwise required pursuant to any applicable law, rule or regulation, including those of the U.S. Securities Exchange Commission. Notwithstanding the foregoing, the parties and their respective affiliates shall be permitted to disclose such information regarding the transactions contemplated hereunder in customary confidential communications or disclosures with their current or future limited partners or prospective investors.

c. If any change in the Class A Common Stock shall occur between the date hereof and immediately prior to the Offering Closing by reason of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend, the number of Shares and the Purchase Consideration shall be appropriately adjusted to reflect such change.

d. This Agreement may be amended only by written agreement between the parties hereto.

e. Each party agrees to execute any additional documents and to take any further action as may be necessary or desirable in order to implement the transactions contemplated by this Agreement.

f. This Agreement shall be governed by and construed under the domestic, substantive laws of the State of New York (without giving effect to any conflict of law or other aspect of New York law that might result in the application of any law other than that of the State of New York).

g. This Agreement may be executed (and delivered via email or other electronic transmission) in one or more counterparts, each of which constitutes an original (including counterparts delivered by email or other electronic transmission) and is admissible in evidence, and all of which constitute one and the same agreement.

h. Each party shall bear its own expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Purchaser:

GENTEX CORPORATION

By:
Name: Scott Ryan
Title: Vice President, General Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Sellers:

AVALON PARK INTERNATIONAL LLC

By:
Name:
Title:

AVALON PARK GROUP HOLDING AG

By:
Name:
Title:

Schedule 1

Purchaser	Number of Shares to be Purchas	Aggregate Purchase Pri
Gentex Corporatio Tax ID 38-2030505	3,152,500 Share	$15,762,500

Seller	Shares	Aggregate Purchase Pri
Avalon Park International L	417,500 Share	$2,087,500
Avalon Park Holding A	2,735,000 Share	$13,675,000

EXECUTION VERSION

BINDING TERM SHEET FOR THE ACQUISITION OF GALVANEYES, LLC
August 23, 2024

The following is a summary of the material terms of the sale (the "Company Sale") of GalvanEyes, LLC, a Florida limited liability company ("Company"), to Gentex Corporation, a Michigan corporation ("Purchaser"). This summary of terms constitutes a legally binding obligation of the parties, and the Company, Purchaser and the Key Seller (defined below) will use their best efforts to enter into a definitive agreement to effectuate the Company Sale within 45 days of signing this term sheet.

Transaction Summary:

Purchaser shall purchase, and the Company and Beat Kähli (the "Key Seller") shall sell or cause to be sold, all of the outstanding equity interests in the Company for the consideration listed below.

Consideration:

The consideration paid by Purchaser to the Key Seller and each other equity holder of the Company (together, the "Sellers") for 100% of the Company's equity shall be in the form of a 10-year earn-out, starting upon closing of the Company Sale (the "Closing"), equal to 50% of BioCenturion LLC's (the "JV Entity") profits received by the Company (as a wholly-owned subsidiary of Purchaser following the Closing) in the form of distributions; provided that (i) the total amount of all earnout payments made to the Sellers over the 10-year term shall be capped at $8,000,000 in the aggregate and (ii) if Sellers, together, receive $8,000,000 in the aggregate within the 10-year term, then following such time, Purchaser shall continue to pay 3% of the JV Entity's profits received by the Company in the form of distributions following Closing until the earlier of (A) Sellers, together, receiving a total of $15,000,000 (including the original $8,000,000) and (B) the 15th anniversary of the Closing.

Closing Conditions:

The Company Sale will be subject to standard closing conditions, including the consents of BioCenturion, LLC and Eyelock LLC, each of which agree to provide at the Closing.

Closing:

The parties will use best efforts to execute definitive documents within 45 days from the signing of this term sheet, and continue using best efforts to execute definitive documents until the Closing has occurred.

Due Diligence:

The Company and the Key Seller each agrees to cooperate fully with Purchaser in facilitating a business, financial and legal due diligence review of the Company.

Transaction Documents:

Company counsel will prepare initial drafts of the definitive agreement, but Purchaser shall have separate counsel and understands that the Company's counsel is only representing the Company. The definitive agreement will contain basic terms and conditions as set forth herein and will contain other provisions generally in line with the NVCA model legal documents for the sale of a company.

Confidentiality:

The Company, Key Seller and Purchaser agree to work together exclusively, in good faith and with best efforts to expeditiously cause the Closing to occur. Neither the Company, Key Seller or Purchaser will disclose the terms of this term sheet to any person other than its officers, members, Board of Directors and their accountants and attorneys (as applicable) without the written consent of the other parties hereto except as required by law or judicial or like process.

[Signature Page Follows.]

The parties below have caused this term sheet to be duly executed and delivered as of the date first written above.

GALVANEYES, LLC BEAT KÄHLI

By: __ _____
Name: Title:

GENTEX CORPORATION

By:
Name: Scott Ryan
Title: Vice President, General Counsel

AGREED AND CONSENTED TO BY:

BIOCENTURION, LLC

By:
Name: Title:

EYELOCK LLC

By:
Name:
Title:

May 31, 2024

VOXX International Corporation
Attn: Board of Directors
2351 J Lawson Blvd.
Orlando, FL 32824

Re: Potential Acquisition

Dear VOXX Board of Directors:

Gentex Corporation, a Michigan corporation ("**Buyer**"), is pleased to submit this confidential, non-binding preliminary **offer** to acquire all of the issued and outstanding equity of **VOXX International Corporation, a Delaware corporation (the "Company"), as described on Exhibit A attached hereto (the "Potential Acquisition"), by Buyer.** We are confident that our proposed transaction uniquely meets the needs of the Company, its shareholders and its management, and presents a strategic opportunity for all concerned.

As you know, **Buyer** is a market-leading global provider of dimmable devises, vision systems, sensors and advanced electronic products for the automotive, aerospace**, medical device** and fire protection industries, with consolidated 2023 net revenues of approximately $2.3 billion. **Buyer** has extensive experience in completing successful acquisitions on a global basis, and we are confident that our proven ability to quickly and efficiently consummate acquisitions will allow us to work together with the Company and its advisors to expeditiously negotiate and consummate a mutually beneficial transaction.

In consideration of the time, effort and expense undertaken by Buyer in connection with the Potential Acquisition, we would ask that the Company enter into an Exclusivity Agreement, a form of which our counsel is happy to provide upon request, to pursue discussions surrounding the Potential Acquisition.

As you recognize, we have not yet been furnished with all of the information we need to fully evaluate the Potential Acquisition. Thus, this letter is not an offer, binding commitment, agreement to negotiate, agreement to make an offer or any other form of binding agreement or commitment on the part of any party to this letter (or any of their respective affiliates), except that the rights and obligations referred to in this paragraph are binding in accordance with their terms. This letter may be withdrawn or terminated at any time and for any reason.

Additionally, Buyer is a public company and as you are likely aware, applicable securities laws restrict trading securities of a company when in possession of any material, non-public information of such company. All information regarding this letter, the Potential Acquisition and the existence of any negotiations is confidential and potentially material information in relation to the securities of Buyer. Prior to the execution of a definitive purchase agreement, the existence and terms of this letter and the Potential Acquisition may not be disclosed by the Company publicly or otherwise to any other person or entity (except to the Company's directors, officers, representatives and outside advisors on a need-to-know basis). Any unauthorized disclosure will result in revocation of this offer.

Very truly yours,

GENTEX CORPORATION

By: _____
Name: Kevin Nash
Title: Chief Financial Officer

Exhibit A
Key Points Regarding Potential Acquisition
of VOXX International Corporation, by Gentex Corporation

This document outlines certain discussion points regarding the proposed acquisition by Buyer (as defined below) of the Company (as defined below). The obligations of the parties with respect to the proposed transaction are not intended to be legally binding unless and until a definitive agreement with respect to the proposed acquisition is executed, and this document creates no obligation for either party to enter into such definitive agreement.

1.	Acquiror:	**Gentex Corporation ("Buyer") or a direct or indirect wholly-owned subsidiary of Buyer.**
2.	**Target:**	**VOXX International Corporation (the "Company").**
3.	**Structure:**	**The proposed transaction (the "Potential Transaction") would be structured as a reverse triangular merger pursuant to which stockholders of the Company would receive cash, Buyer stock, or a 50/50 combination thereof at shareholders discretion in exchange for 100% of the Company's fully diluted equity (including all outstanding equity securities, options and other convertible securities), other than equity of the Company currently owned by Buyer.**
4.	**Purchase Price:**	**Buyer would offer $5.50 per share for the Company's issued and outstanding Class A and Class B Common Stock, subject to due diligence (the "Purchase Price").** **Buyer will have sufficient cash available to fund the Purchase Price when due. The Potential Transaction would not be subject to any financing contingency.**
5.	**Key Employee Retention**	**At the appropriate time, Buyer would anticipate entering into Employment Agreements with certain key employees of the Company to be identified by Buyer.**

6.	**<u>Representations, Warranties, Covenants and Closing Conditions:</u>**	**The Company would make, and the definitive agreement would reflect, such representations, warranties and covenants as are typical for a transaction of this nature involving the acquisition of a public company of comparable size and complexity and reflecting the provisions set forth herein. Customary closing conditions, including shareholder approval and HSR approval, will also apply. The definitive agreement would include a customary break fee payable to Buyer in the event that the Company's board, in order to exercise its fiduciary duties, is obligated to pursue a superior proposal, and the parties would use commercially reasonably efforts to obtain HSR approval.** **Entering into the Potential Transaction would also be subject to approval by the Board of Directors of the Company and Buyer. Buyer's Board of Directors has discussed this proposal and is supportive of it. To avoid any appearance of conflict and ensure that the Board of Directors of the Company is able to satisfy its fiduciary duties to the Company's shareholders, Steve Downing, who serves as CEO of Buyer and a member of the Board of Directors of the Company, would recuse himself from any discussions among the Company's Board members about Buyer's proposal or any potential competing transactions. In addition, Steve Downing would be willing to resign from the Company's Board, if the Board concludes that it is in the best interest of the Company and its shareholders for him to step down in light of this Potential Transaction.**
7.	**<u>D&O Indemnification:</u>**	**In connection with the closing of the Potential Transaction, Buyer will cause the Company to maintain and honor its indemnification obligations to the current and former directors and officers of the Company in accordance with the Company's organizational documents. The Company will obtain a D&O "tail policy" to the Company's current D&O insurance policy to cover any such obligations that arising after the closing.**

VOXX INTERNATIONAL CORPORATION

CONFIDENTIAL

August 26, 2024

Gentex Corporation
600 N. Centennial Street
Zeeland, MI 49464
Attn.: Kevin Nash and Scott Ryan
RE: Confidentiality and Non-Disclosure Agreement
Ladies and Gentlemen:

In connection with the consideration by Gentex Corporation, a Michigan corporation (the "**Recipient**"), of a possible transaction (a "**Transaction**") with VOXX International Corporation, a Delaware corporation (together with its affiliates and subsidiaries, the "**Company**"), the Recipient has requested certain information concerning the Company. As a condition to the Recipient being furnished such information, we are requiring the Recipient to agree, as set forth in this letter agreement, to treat confidentially such information and any other information, whether oral, written, electronic, or otherwise, that the Company or its agents or representatives (including attorneys and financial advisors) furnish to the Recipient or its affiliates, or to the Recipient's or its affiliates' directors, officers, employees, agents, advisors, existing or prospective banks or institutional lenders, or representatives (all of the foregoing collectively referred to herein as the "**Recipient's Representatives**"), whether furnished before or after the date of this letter agreement, and all reports, analyses, compilations, studies, reproductions, copies, notes, summaries, and other materials prepared by the Recipient or the Recipient's Representatives (in whatever form maintained, whether documentary, computer storage, or otherwise) containing, reflecting, or based upon, in whole or in part, any such information (collectively, the "**Evaluation Material**").

The term "Evaluation Material" does not include information that the Recipient can clearly demonstrate (i) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or the Recipient's Representatives, or anyone to whom the Recipient or the Recipient's Representatives transmit any Evaluation Material, in violation of this letter agreement, (ii) is or becomes known or available to the Recipient or the Recipient's Representatives on a non-confidential basis from a source that is not, to the knowledge of the Recipient or the Recipient's Representatives after reasonable inquiry, prohibited from transmitting the information to the Recipient or the Recipient's Representatives by a contractual, legal, or fiduciary obligation; (iii) was in the possession of Recipient or the Recipient's Representatives on a non-confidential basis prior to disclosure by the Company, if demonstrable by written evidence thereof; or (iv) is or was independently developed by Recipient or the Recipient's Representatives without use of the Evaluation Material.

In consideration of the furnishing of the Evaluation Material by the Company, the Recipient agrees that:

1 The Recipient shall protect the confidentiality of all Evaluation Material. Subject to Section 3 below, the Evaluation Material shall be kept confidential and shall not, without the prior written consent of the Company, be disclosed by the Recipient or any of the Recipient's Representatives, in whole or in part, and shall not be used by the Recipient or any of the Recipient's Representatives, directly or indirectly, for any purpose whatsoever other than in connection with evaluating, negotiating, or advising with respect to a possible Transaction. For purposes of complying with the obligations set forth herein, the

Recipient shall use, at a minimum, efforts fully commensurate with those that it employs for the protection of its privileged and most highly confidential information, and in no event less than reasonable care. Moreover, the Recipient agrees to disclose that it is evaluating a Transaction and to transmit Evaluation Material to the Recipient's Representatives only if and to the extent that the Recipient's Representatives (a) need to know the Evaluation Material for the purpose of evaluating, negotiating, or advising with respect to such Transaction, (b) are informed by the Recipient of the confidential nature of the Evaluation Material and of the terms of this letter agreement, and (c) are directed by the Recipient to treat such Evaluation Material confidentially subject to the terms of this letter agreement and agree to keep such Evaluation Material confidential in accordance with the terms of this letter agreement as if they were parties hereto. The Recipient shall maintain a record of the Recipient's Representatives who have been provided with any Evaluation Material and what information was provided to them. The Recipient shall notify the Company immediately upon discovery of any loss of or unauthorized disclosure or use of the Evaluation Material, or any other breach of this letter agreement, by the Recipient or the Recipient's Representatives. In any event, the Recipient shall be fully responsible and liable for any actions by the Recipient's Representatives that are not in accordance with, or otherwise constitute a breach of, any of the provisions of this letter agreement applicable to such Representatives. The Recipient agrees, at its sole expense, to take all reasonable measures to restrain the Recipient's Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material and, in the event of any loss or unauthorized disclosure of the Evaluation Material, to assist the Company in every reasonable way to regain possession of the Evaluation Material.

2 Without the prior written consent of the Company, neither the Recipient nor the Recipient's Representatives shall disclose to any person (a) the fact that the Evaluation Material has been made available to the Recipient or the Recipient's Representatives or that the Recipient or the Recipient's Representatives has inspected any portion of the Evaluation Material, (b) the fact that any discussions or negotiations are taking place concerning a possible Transaction, or (c) any of the terms, conditions, or other facts with respect to any possible Transaction, including the status thereof. For the avoidance of doubt, the foregoing information in sub-clauses (a)-(c) shall also constitute Evaluation Material.

Without Recipient's prior written consent, except as required by law, regulation, or legal proceeding, neither the Company nor its officers, directors, employees, shareholders, agents or advisors, shall disclose to any person (i) the fact that the Evaluation Material has been made available to the Recipient or the Recipient's Representatives or that the Recipient or the Recipient's Representatives have inspected any portion of the Evaluation Material, (ii) the fact that any discussions or negotiations with Recipient or its affiliates are taking place concerning a possible Transaction, or (iii) any of the terms, conditions, or other facts with respect to any possible Transaction between the Company and Recipient (or any of its affiliates), including the status thereof; provided, that the Company is permitted to make such disclosures to Company's representatives who need to know such information for purposes of evaluating and negotiating a possible Transaction.

The term "**person**" as used in this letter agreement shall be broadly interpreted to include, without limitation, any entity, individual, or the media.

3. In the event that the Recipient or any of the Recipient's Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Evaluation Material, the Recipient shall notify the Company promptly of such request or requirement and of the documents requested or required thereby so that the Company may seek an appropriate protective order and/or waive in writing compliance with the provisions of this letter agreement, and the Recipient shall cooperate with and assist the Company in resisting, opposing, and limiting such compelled disclosure. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or the Recipient's Representatives are nonetheless, upon the written advice of the Recipient's legal counsel, compelled to disclose such Evaluation Material or else stand liable for contempt or suffer other censure or penalty from any tribunal or governmental or similar authority, the Recipient or the Recipient's Representative may disclose such information without liability hereunder; provided, however, that the Recipient or the Recipient's Representative shall disclose only that portion of the Evaluation Material that the Recipient's legal counsel advises is required to be disclosed, and the Recipient or the Recipient's Representative shall give the Company written notice of the information to be so disclosed (including a copy of such information being disclosed) as far in advance of its disclosure as is practicable and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to such information required to be disclosed.

4. The parties hereto acknowledge that neither the Company nor any of its representatives has made, or, except as may be otherwise provided in any definitive agreement relating to a Transaction, shall make, any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. The parties hereto agree that, except as may be otherwise provided in any definitive agreement relating to a Transaction, neither the Company nor its representatives shall have any liability to the Recipient or the Recipient's Representatives resulting from the Evaluation Material or the Company's or its representatives' consideration of, or participation in a process relating to, a possible Transaction. For purposes of this letter agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid on the part of the Recipient.

5. The Evaluation Material shall remain the property of the Company, and no right or license is granted to the Recipient, the Recipient's Representatives, or any other person to any Evaluation Material. Nothing in this letter agreement obligates the Company to disclose any information relating to the Company to the Recipient or the Recipient's Representatives or creates an agency or partnership relationship between the Company and the Recipient. Promptly upon request from the Company (and in any event within three business days after the Company's request), the Recipient and the Recipient's Representatives shall, except to the extent specifically prohibited by law, either (a) destroy all copies of the written Evaluation Material in its or their possession or under its or their custody or control (including that stored in any computer, word processor, smartphone, hand-held device, or similar device or equipment) and confirm such destruction to the Company in writing or (b) return to the Company all copies of the Evaluation Material furnished to the Recipient by or on behalf of the Company in its possession or in the possession of the Recipient's Representatives. Such Evaluation Material shall include any material containing, prepared on the basis of, or reflecting any information in such Evaluation Material (whether prepared by the Company or its representatives, the Recipient, the Recipient's Representatives, or otherwise), including all reports, analyses,

compilations, studies, and other materials containing or based on the Evaluation Material or reflecting the Recipient's or the Recipient's Representatives' review of, or interest in, the Company. The Recipient and the Recipient's Representatives shall not retain any copies, extracts, or other reproductions in whole or in part of such material; provided that, the Recipient shall be entitled to retain one copy of the Evaluation Material: (i) stored in standard archival or computer back-up systems or retained pursuant to such person's normal document retention practices, (ii) pursuant to professional accounting obligations or bona fide document retention policy requirements and/or (iii) for .the purposes of litigation relating to this letter agreement. Any such destruction shall be certified in writing to the Company by an authorized officer of the Recipient supervising the destruction. Notwithstanding the return or destruction of the Evaluation Material, the Recipient and the Recipient's Representatives shall continue to be bound by the confidentiality and other obligations hereunder.

6. For the purpose of the evaluation of the Evaluation Material and a possible Transaction, the Recipient and the Recipient's Representatives shall not initiate or maintain contact in connection with or with respect to a possible Transaction with any director, officer, employee, agent, representative, customer, or supplier of the Company without permission of the Company.

7. The parties hereto acknowledge and agree that in the event of any breach of this letter agreement by the Recipient or the Recipient's Representatives, the Company would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the Company, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this letter agreement and to compel specific performance of this letter agreement, without the need for proof of actual damages, and the Recipient further agrees to waive, and to cause the Recipient's Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedies. Such remedies shall not be deemed to be the exclusive remedies for a breach of this letter agreement but shall be in addition to all other remedies available at law or equity as determined by a court of competent jurisdiction. In the event of litigation between the parties hereto relating to this letter agreement, if a court of competent jurisdiction determines that either party is the prevailing party in such litigation, then the prevailing party shall be entitled to receive from the non-prevailing party its reasonable legal fees and expenses incurred in connection with such litigation.

8. The parties hereto agree that each party reserves the right, in its sole and absolute discretion, to reject any or all proposals from, and to refuse to enter into or to terminate any or all discussions and negotiations with, the other party at any time and shall not be obligated to enter into any definitive agreement with the other party. Each party hereto agrees to promptly inform the other of any decision by it not to proceed with a Transaction. Each party hereto agrees that unless and until a definitive agreement between the parties with respect to a Transaction has been executed and delivered, neither party shall be under any legal obligation of any kind whatsoever to enter into a Transaction by virtue of this or any other written or oral expression with respect to a Transaction by any of its representatives. However, the agreements set forth herein are and shall remain in full force and effect during the periods set forth herein.

9. For a period of nine (9) months from the date of this letter agreement, the Recipient shall not, and shall cause the Recipient's Representatives not to, directly or indirectly, acting

alone or in concert with others, unless specifically requested in writing in advance by the Company:

a. (i) acquire, or offer, seek, propose, or agree to acquire, directly or indirectly, by purchase or otherwise, (A) greater than 35% of any equity or other securities of the Company (inclusive of any securities of the Company held by Recipient or Recipient's Representatives as of the date hereof), (B) any of the assets, indebtedness, or businesses of the Company, or (C) any right or option to acquire any of the foregoing (including from a third party), or (ii) make any public announcement (or request permission to make any such announcement) with respect to any of the foregoing;
b. solicit proxies or consents or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Securities Exchange Act of 1934, as amended) of proxies or consents with respect to any equity or other securities of the Company with regard to any matter;
c. seek to control or influence the management or the Board of Directors of the Company, seek or propose to obtain representation on the Board of Directors of the Company or any committee thereof, seek to advise, encourage, or influence any person with respect to the voting of any equity or other securities of the Company or seek to induce or in any manner assist any other person to initiate any shareholder proposal with respect to any securities of the Company, any change of control of the Company, or for the purpose of convening any meeting of shareholders of the Company, or to initiate any tender or exchange offer for equity or other securities of the Company;
d. make any public or other announcement, except as required by law, or make any written or oral offer, proposal, or inquiry relating to a tender or exchange offer for any equity or other securities of the Company, or any merger, consolidation, business combination, or other transaction that would result in a change of control, sale of assets, liquidation, or other extraordinary corporate transaction between the Company and the Recipient and/or any of its affiliates (each such transaction being referred to herein as an "Acquisition"), or take any action that could reasonably be expected to require the Company to make a public announcement regarding any Acquisition or the pursuit of any strategic alternative;
e. deposit any equity or other securities of the Company in a voting trust or subject any such equity or other securities of the Company to any arrangement or agreement with respect to the voting, ownership, or economic interest of any such equity or other securities of the Company;
f. form, join, or in any way participate in any partnership, limited partnership, syndicate, or other group (or otherwise act in concert with any other person) for the purpose of acquiring, holding, voting, or disposing of any equity or other securities of the Company or taking any other actions restricted or prohibited under clauses (a) through (e) of this Section 9;
g. advise, assist, arrange, or otherwise enter into any discussion or arrangement with any third party with respect to any actions restricted or prohibited under any provision of this Section 9; or
h. propose, inquire, or otherwise seek to have the Company amend or waive any provision of this Section 9;

provided, that the Recipient shall not be precluded from communicating solely and exclusively with the Board of Directors of the Company (the "**Board**") or the Transaction Committee of the Board with respect to (i) a transaction involving the Company or (ii) seeking a waiver of any of the provisions of Section 9. If the Recipient or any of the Recipient's Representatives receives

any proposal, inquiry, or other communication with respect to any of the foregoing, the Recipient shall promptly advise the Company thereof in writing and provide full disclosure to the Company of the source and details of such proposal, inquiry, or communication. Notwithstanding the foregoing restrictions in this Section 9, the Recipient may purchase goods or services of the Company or submit proposals for the purchase or sale of goods or services to the Company in the ordinary course of business consistent with past practice.

The prohibitions set forth in Section 9 shall not apply to (i) any investment in any securities of the Company by or on behalf of any pension or employee benefit plan or trust, including without limitation (a) any direct or indirect interests in portfolio securities held by an investment company registered under the Investment Company Act of 1940, as amended, or (b) interests in securities comprising part of a mutual fund or broad based, publicly traded market basket or index of stocks approved for such a plan or trust in which such plan or trust invests and, in all cases, over which Recipient and its affiliates exercise no investment discretion and provided such beneficial ownership does not result in an obligation by Recipient or any of its affiliates to file a Schedule 13D pursuant to the Exchange Act, or (ii) securities of the Company held by a person or entity acquired by Recipient on the date such person or entity first entered into an agreement to be acquired by Recipient.

Notwithstanding anything to the contrary contained herein, this Section 9 shall automatically terminate if (a) the Company enters into, or publicly announces its intention to enter into, a definitive agreement with any person that would, if consummated, result in such person beneficially owning (i) more than 50% of the Company's outstanding voting securities or (ii) all or substantially all of the assets of the Company (each, a "**Control Stake**"), (b) any person or persons acting in concert shall have publicly announced an intention to commence, or commenced, a tender offer for a Control Stake, (c) any person or persons acting in concert shall have made and offer or proposal that is made public and which, if effected, would result in that person or persons having a Control Stake, (d) the Company announcing (including through an agent or representative) the Company's or its Board of Directors' approval or recommendation of any proposal from any person or persons related to such person or persons obtaining a Control Stake.

10. The Recipient hereby represents and warrants to the Company that, as of the date hereof, neither the Recipient, any of its affiliates, nor any person with whom any of the foregoing may be deemed to be acting in concert with respect to the Company, owns (including, but not limited to, beneficial ownership as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) any equity or other securities issued by the Company, other than 6,463,808 shares of the Company's Class A Common Stock.

11. For a period of 18 months from the date of this letter agreement, the Recipient agrees that it and its affiliates shall not, directly or indirectly, (a) divert or attempt to divert any business or customer of the Company of which the Recipient or such affiliates become aware as a result of the Evaluation Material or otherwise in connection with the Transaction, except in the ordinary course of business, or (b) solicit for employment or hire (as an employee, independent contractor, or otherwise) any person who is currently employed by the Company or with whom you have contact or who becomes known to you in connection with the Transaction; provided, that the foregoing shall not preclude the Recipient from hiring any employee of the Company (other than managers or officers of the Company) who is under no restriction regarding such employment and who (i) initiates discussions with the Recipient regarding such employment without any

direct or indirect solicitation by the Recipient, (ii) has had his or her employment terminated by the Company prior to commencement of discussions between the Recipient and such employee, or (iii) responds to any general solicitation placed by the Recipient not directed towards employees of the Company.

12. The Recipient acknowledges and agrees that it is aware (and that the Recipient's Representatives are aware or, upon receipt of any Evaluation Material, will be advised by the Recipient) that (a) the Evaluation Material being furnished to the Recipient or the Recipient's Representatives contains or may itself be material, non-public information regarding the Company and (b) the United States securities laws prohibit any persons who have material, non-public information concerning the Company, including the Evaluation Material, from purchasing or selling securities of the Company or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities while in possession or aware of such information.

13. To the extent that any Evaluation Material includes materials or other information that may be subject to the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine concerning any pending, threatened, or prospective action, suit, proceeding, investigation, inquiry, arbitration, or dispute, the parties hereto acknowledge and agree that they have a commonality of interest with respect to such action, suit, proceeding, investigation, inquiry, arbitration, or dispute, and agree that it is their mutual desire, intention, and understanding that the sharing of such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine, or other applicable privilege or doctrine. Accordingly, all Evaluation Material that is entitled to protection under the attorney-client privilege, work product doctrine, or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and the Recipient agrees to take all commercially reasonable measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges and doctrines.

14. As the parties hereto may be, or may be deemed to be, competitors in some product lines, they agree that disclosures of competitively sensitive Evaluation Material (e.g., information concerning prices, pricing plans and strategies, bidding, and costs for competitive product lines) shall not occur until the parties have determined based upon their due diligence that there is a reasonable likelihood that they will want to engage in a Transaction and that such disclosure is necessary in order for the parties to evaluate the business and prospects and hence whether to undertake a Transaction. The parties hereto further agree that any such disclosures will be made only in accordance with applicable antitrust laws. The parties hereto further understand that any definitive agreement concerning a Transaction will contain further provisions on the sharing of competitively sensitive Evaluation Material in order to ensure compliance with all applicable antitrust laws until the Transaction closes (or in the event the Transaction does not close). The parties hereto may determine that, in order to evaluate a Transaction under antitrust or competition laws, it would further their common interest to exchange more detailed information under appropriate conditions.

15. This letter agreement will continue in effect for a period of two years from the date hereof. Any obligations imposed on the parties by this letter agreement that should by their terms survive the termination of this letter agreement shall so survive.

16. This letter agreement contains the entire agreement of the parties, supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each party hereto. For the avoidance of doubt, this letter agreement does not superseded that certain Mutual Confidential Disclosure Agreement between the Company and Recipient, dated November 20, 2023 (as amended). The provisions set forth in this letter agreement, including, without limitation, this Section, may be waived only by a separate writing by both of the parties hereto expressly so waiving such provisions. It is understood and agreed that no failure or delay by the Company in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

17. The invalidity or unenforceability of any provision of this letter agreement shall not affect the validity or enforceability of any other provisions of this letter agreement, which shall remain in full force and effect. In the case of any such invalidity or unenforceability, the parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

18. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the principles of conflict of laws thereof. The parties hereto irrevocably consent to the exclusive jurisdiction of the courts of the State of Delaware for any actions or proceedings arising from or related to the matters set forth in this letter agreement. Each party hereby agrees that service of any process, summons, notice, or document by United States registered mail addressed to such party (at such party's address set forth on the first page of this letter agreement) shall be effective service of process for any action, suit, or proceeding brought against such party in any such court. The Recipient also hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this letter agreement or the proposed Transaction in any such court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum. The Recipient hereby agrees that a final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon the Recipient and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon such judgment.

19. This letter agreement shall benefit and bind successors and assigns of each party hereto. This letter agreement may not be assigned in whole or in part by either party hereto without the prior written consent of the other party hereto.

20. This letter agreement may be executed in multiple counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon one instrument.

[*Signatures follow on next page*.]

If the Recipient is in agreement with the foregoing, please sign and return one copy of this letter agreement, which thereupon shall constitute our agreement with respect to the subject matter hereof.

Very truly yours,
VOXX INTERNATIONAL CORPORATION
By:
Name:
Title:

Confirmed and Agreed as of the date written above:
GENTEX CORPORATION
By:
Name:
Title: