DOUBLE-BLIND AUDIO TESTING AND ESCROW AGREEMENT

This Double-Blind Audio Testing and Escrow Agreement (the "Agreement") is entered into as of _____ (MM/DD/YYYY) by and between the following parties:

Challenger: _____ (hereafter "Challenger")
Respondent: _____ (hereafter "Respondent")
Test Administrator / Proctor: _____ (hereafter "Proctor")

WHEREAS, Respondent asserts that a high-end audiophile network switch (hereafter "Switch A") yields a perceptible and repeatable improvement in audio playback quality compared to a standard, non-audiophile network switch (hereafter "Switch B"); and

WHEREAS, Challenger disputes this assertion; and

WHEREAS, both parties desire to settle this dispute via a controlled, double-blind audio evaluation under the terms and conditions outlined below, with financial stakes secured by a neutral escrow party.

NOW, THEREFORE, the parties agree as follows:

1. THE WAGER AND ESCROW FUNDING

   1.1. Wager Amount. Challenger and Respondent shall each wager the sum of $_____ (the "Wager Amount").

   1.2. Deposit. Within three (3) business days of executing this Agreement, both parties shall deposit their respective Wager Amounts with the designated escrow provider, resulting in a total escrowed pot of $_____ (the "Escrow Funds").

   1.3. Irrevocability. Once deposited, neither party may unilaterally withdraw their funds. The Escrow Funds shall only be released pursuant to the express terms of Section 4 of this Agreement.

2. TESTING METHODOLOGY AND PROTOCOLS

   To ensure complete statistical rigor and eliminate secondary cues, the testing environment must strictly adhere to the following protocol:

   2.1. Double-Blind Isolation. The testing equipment (switches and cables) and the Proctor must be entirely obscured from Respondent’s line of sight by a physical barrier or separate room. Challenger shall also remain out of sight and silent to prevent accidental cueing.

   2.2. Audio Consistency. Both Switch A and Switch B must be integrated into the identical audio system, utilizing identical cables, power sources, audio files, and playback volume levels.

   2.3. Definition of a Round. The test shall consist of up to twenty (20) individual evaluation rounds. In each round, Respondent will listen to an audio track or track segment, first labeled dynamically as Option 1 and then Option 2. One option will utilize Switch A, and the other will utilize Switch B, as dictated by the Proctor's secret randomization sheet. Respondent must declare which option utilized Switch A.

   2.4. Mandatory 60-Second Physical Transition. To eliminate physical and acoustic cues, the Proctor must follow a strict physical routine between every single round:

   a) The Proctor must completely disconnect the Ethernet cables from the active switch at the conclusion of a round.

   b) The Proctor must wait a minimum of 10 seconds and a maximum of 50 seconds before plugging cables back into a switch for the next round.

c) If the random sequence dictates that the switch device remains unchanged for the subsequent round, the Proctor must still physically unplug the cables, audibly manipulate them to mimic a hardware switch change, wait out the mandatory transition window, and reconnect them to the same device.

2.5. Network Buffering. Respondent acknowledges that network switches require variable time to handshake and buffer data. The transition window is an agreed baseline, and a round officially commences only when audio playback successfully stabilizes.

2.6. DAC will be measured on the analog out using standard test tones to rule out any intentional water marking to game the test. UTP cabling is to be used. No ground tied shielded networking. This will be with both switches. We aren't measuring ground potentials. We are measuring the efficacy of 'audiophile' network gear.

3. SUCCESS THRESHOLD, TIMEOUT, AND EARLY TERMINATION

3.1. Success Threshold. To win the wager and claim the Escrow Funds, Respondent must correctly identify the audiophile switch (Switch A) in at least seventeen (17) out of twenty (20) rounds.

3.2. Early Termination via Mathematical Elimination. If at any point during the testing process the Respondent accumulates four (4) incorrect identifications, it becomes mathematically impossible to meet the success threshold of 17 correct rounds. In this event, the Proctor is authorized and directed to terminate the test immediately. The score will be locked, Respondent will be declared to have failed the challenge, and the testing session will conclude.

3.3. Hard Time Limit. The entire testing session—spanning all instruction, configuration, and evaluation rounds—must be fully concluded within a maximum duration of six (6) hours from the official start time logged by the Proctor. If the 6-hour limit expires before Respondent successfully secures 17 correct rounds, the test will be terminated immediately for a time default. Respondent will be declared to have failed the challenge, and the score at the time of expiration will be locked.

4. VERIFICATION AND DISBURSEMENT OF FUNDS

4.1. The Master Score Sheet. The Proctor shall maintain a master log tracking the true active switch for each round alongside Respondent's logged answer.

4.2. Execution of Judgment. Upon completion, early mathematical termination, or time expiration of the test, the Proctor will calculate the final tally in front of both parties. The Proctor, Challenger, and Respondent must all sign and date the final Master Score Sheet.

4.3. Escrow Release Conditions.

a) If the signed Master Score Sheet indicates seventeen (17) or more correct identifications within the allotted time, the Escrow Funds shall be disbursed entirely to Respondent.

b) If the signed Master Score Sheet indicates sixteen (16) or fewer correct identifications, notes early termination under Section 3.2, or notes a time expiration under Section 3.3, the Escrow Funds shall be disbursed entirely to Challenger.

4.4. Dispute Freeze. In the event a party refuses to sign the Master Score Sheet, the Proctor's independent signature and submission of the raw data logs to the escrow agent shall serve as final authorization for disbursement.

5. GOVERNING LAW, JURISDICTION, AND LEGAL COSTS

5.1. Choice of Law. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Indiana, without regard to conflict of law principles.

5.2. Jurisdiction and Venue. The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement, the testing protocol, or the disbursement of Escrow Funds shall be instituted exclusively in the state or federal courts located in Marion County, Indiana. Each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue or inconvenient forum.

5.3. Attorney's Fees and Costs. In the event that any suit, action, or legal proceeding is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, court costs, and litigation expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

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

Challenger Signature: _____ Date: _____

Respondent Signature: _____ Date: _____

Proctor Signature: _____ Date: _____