

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made on 17th day of **October 2025** (the “**Effective Date**”), by and among Dick's Sporting Goods, Inc., on behalf of itself and its affiliates, a Delaware corporation having an address at 345 Court Street, Coraopolis, PA 15108, and **LinDon Harris** having an address at 700 Tanley Road, Silver Spring, Maryland, 20904 (each, a “**Party**,” and together, the “**Parties**”).

NOW, THEREFORE, in consideration of each Party receiving Confidential Information (as defined below), for the purpose to facilitate discussions about, and the evaluation of a potential and/or an ongoing business relationship between the Parties (“**Purpose**”), and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Confidential Information.** As used herein, “**Confidential Information**” shall include any and all confidential or non-public information (including, but not limited to, any materials or information Discloser designates as being proprietary or confidential), in whatever form, whether written, electronically stored, orally transmitted or memorialized, concerning a Party and/or such Party’s subsidiaries or affiliates that is disclosed or otherwise provided by or on behalf of such Party (“**Discloser**”) to the other Party and/or any director, officer or employee of such other Party (collectively, “**Recipient**”) excluding the information referred to in Section 2 below. Without limiting the foregoing, Confidential Information shall include any trade secret; proprietary knowledge or data, whether of a technical or commercial nature; sales or production records or data; long and short term goals; license arrangements and terms; confidential matters concerning private label brand offerings and strategies; records; ledgers; business correspondence; memoranda and other records databases; programs; product or service pricing and pricing policies; business development plans; products and technologies; designs; product tests; manufacturing costs; sales and marketing plans; research and development plans; formulas; inventions; trademarks and trade dress; patents, patent filings and technology; technical information; copyrighted material; financial statements; financial plans, performance or other financial information; tax or tax information; proprietary software; engineering and tooling records and data; managerial and operational policies; security policies; ideas; plans; methods; practices and procedures; techniques; vendor and/or supply arrangements; vendor or supplier lists; marketing strategies; other confidential business information related to the conduct or strategy of the business of Discloser that is not known generally to the public or in the industry; and any other information provided to Recipient which by its nature would reasonably be considered confidential, but in each case excluding information referred to in Section 2 below.

2. **Excluded Information.** Confidential Information shall not include information that: (i) Recipient can show was in the public domain prior to the time of Discloser's communication thereof to Recipient; (ii) entered the public domain subsequent to the time of Discloser's communication thereof to Recipient other than as a result of a breach of this Agreement by Recipient; (iii) was in Recipient's possession at the time of Discloser's communication thereof to Recipient without an obligation of confidentiality; (iv) can be shown by competent documentation to have been independently developed by Recipient without use of or reference to any Confidential Information; (v) was or becomes available to Recipient on a non-confidential basis from a source other than Discloser and/or its Representatives; or (vi) Discloser has authorized Recipient, in writing, to disclose (but only to the extent of such authorization).

3. **Requirements & Restrictions.** Recipient shall (i) treat Confidential Information as confidential; (ii) not use or allow any other person or entity to use any Confidential Information for any purpose other than to evaluate the Purpose or perform its obligations with respect to the Purpose; and (iii) not disclose Confidential Information to any person except (a) to the extent required by applicable law, rule, regulation or legal, governmental or regulatory process (subject to Section 15 below) (“**Applicable**

Law”) or (b) to any of its directors, officers, employees, agents, consultants, representatives or advisors (including, without limitation, legal, financial or accounting advisors) (collectively, “**Representative**”) that need to know such information in order to assist Recipient in evaluating or performing the Purpose. Recipient shall inform its Representatives of their obligations under this Agreement and. Recipient will be responsible for any violation of the restrictions of this Agreement by any of its Representatives as if Recipient had committed such violation.

Recipient shall protect the Confidential Information of Discloser by using at least the same degree of care, which shall in no event be less than reasonable care, as Recipient uses to protect its own confidential information of like nature.

Recipient acknowledges that Confidential Information may be considered material non-public information of the Discloser with respect to securities trading, and use or disclosure of such information in connection with the purchase or sale of securities may be a violation of federal or state securities law and potential civil and criminal penalties. Recipient will not use Confidential Information in connection with any securities transaction, or communicate that information to any person who may do so. The term “person” as used in this Agreement shall be broadly interpreted to include the media and any individual, corporation, partnership, company, group or other entity.

Except to the extent required by Applicable Law, neither Party nor any of its Representatives will, without the prior written consent of the other Party, disclose to any person the fact that Confidential Information has been made available to Recipient or its Representatives, that the Parties are considering or have entered into the Purpose, that discussions or negotiations between the Parties are taking or have taken place concerning the Purpose, or any term, condition or other fact relating to the Purpose or such discussions or negotiations, including the status thereof.

4. **Term.** This Agreement shall become effective as of the Effective Date first written above and shall continue for two (2) years after the last disclosure of Confidential Information by Discloser to Recipient. Notwithstanding such expiration or termination, all of Recipient’s nondisclosure obligations pursuant to this Agreement with respect to any Confidential Information received prior to such expiration or termination shall survive for so long as such information remains Confidential Information.

5. **Data Security.** Recipient shall implement and maintain commercially reasonable data security measures designed to prevent unauthorized access to Confidential Information and shall periodically review and update such measures and maintain the same in accordance with no less than industry-standard methods of protection. Without limiting its obligations otherwise set forth herein, Recipient shall comply with all Applicable Laws relating to Recipient’s use, storage, transmission and disclosure of Confidential Information. Recipient shall immediately notify Discloser upon Recipient’s discovery of (i) any loss, unauthorized disclosure or unauthorized use of the Confidential Information; or (ii) any access, acquisition or misappropriation of Confidential Information by third parties (or attempted access, acquisition or misappropriation), including any intrusion into the computer system(s) used by Recipient to access or store Confidential Information or theft of physical documents; or (iii) any other disclosure of Confidential Information in violation of this Agreement or in breach of Recipient’s security measures (collectively, a “**Security Incident**”). In the event of a Security Incident, Recipient shall take such steps (at Recipient’s sole cost and expense) as are necessary to (x) promptly mitigate the effects of such disclosure and prevent a recurrence thereof and (y) comply with Applicable Laws relating to such disclosure.

6. **Return of Documents.** At any time upon the written request of Discloser, except to the extent required by Applicable Law, Recipient and its Representatives shall, at Discloser’s election, either (i) promptly destroy all Confidential Information on any tangible medium in their possession and certify such destruction to Discloser in writing or (ii) promptly deliver to Discloser all Confidential Information on any tangible medium furnished to Recipient or its Representatives by or on behalf of Discloser and

destroy all other Confidential Information on any tangible medium in their possession and certify such destruction to Discloser in writing; provided, however, that Recipient may retain copies of Confidential Information that are stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information. Notwithstanding the return, destruction or retention of Confidential Information in accordance with this Section 6, all Confidential Information shall remain subject to the terms of this Agreement.

7. **Non-Binding/Third Party Discussions; Proprietary Rights.** Each Party agrees that unless and until a definitive agreement with respect to the Purpose has been executed and delivered by both parties (and/or their applicable affiliates), neither Party nor any of its Representatives will be obligated to proceed with the Purpose or have any liability to the other Party with respect to the Purpose, whether by virtue of this Agreement or any other written or oral expression with respect to the Purpose, except to the extent of the matters specifically agreed to in this Agreement. All Confidential Information shall remain the property of Discloser, and no right, license or other proprietary interest to any patent, copyright, trade secret, trademark, service mark, copyrightable material or other property created or used in conjunction with any other Party's Confidential Information is granted hereunder by implication or otherwise. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement between the parties relating to the Purpose, the more restrictive provisions (i.e. provisions granting greater protection of Confidential Information) and provisions granting greater remedies to Discloser in the event of a breach shall govern and control.

8. **Competitive or Similar Materials.** Notwithstanding the provisions of this Agreement, in no event shall either Party be precluded from discussing, reviewing, developing for itself, having developed, or developing for third parties, materials which are competitive with the Confidential Information, irrespective of their similarity to the Confidential Information, so long as such Party complies with the terms of this Agreement and the other Party's Confidential Information was not used for such purposes. Notwithstanding any other provision of this Agreement, Recipient shall have the right during or after the term of this Agreement to use Residual Information (as hereafter defined) for any purpose provided that Recipient does not, and does not permit its Representatives to, breach its confidentiality obligations under this Agreement in using such Residual Information. For purposes of this Agreement, the term "**Residual Information**" means any information in intangible form (including, without limitation, ideas, concepts, know-how or techniques) that is obtained without the intent to memorize by and retained in the unaided memory of Recipient's Representatives who use or have access to such information. This Section shall not be deemed to grant to Recipient any right, title or interest (including, without limitation, any intellectual property rights) in or to any Confidential Information. Access to Discloser's Confidential Information shall not preclude any Representative of Recipient who has seen or otherwise had access to such Confidential Information from working on current or future projects that relate to similar subject matters.

9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. Each Party hereby waives its right to a jury trial in connection with any dispute or legal proceeding arising out of this Agreement or the subject matter hereof.

11. **Assignment/Successors and Assigns.** Neither Party shall assign this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

12. **Entire Agreement.** This Agreement is a complete and exclusive statement of the agreement between the Parties, which supersedes all prior or concurrent proposals, understandings or communications, whether oral or written, between the Parties relating to the subject matter of this Agreement.

13. **Amendments; Waivers.** The provisions of this Agreement may be amended, waived or modified only by a writing signed by the Parties. Each Party agrees that no failure or delay by the other Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

14. **Remedies.** Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this Agreement by Recipient or any of its Representatives, and agrees that any violation of any of the covenants in this Agreement may cause substantial and irreparable injury to Discloser whereupon, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees that Discloser may seek the granting of injunctive relief in its favor without proof of actual damages or posting of bond. The Recipient shall pay all losses, costs and expenses (including reasonable attorneys' fees) resulting from a breach of this Agreement by the Recipient or from a Security Incident by or through Recipient.

15. **Protective Order.** In the event Recipient or any of its Representatives are required by Applicable Law or requested in connection with a proceeding before any court, government or regulatory agency to disclose any Confidential Information, Recipient or such Representative will, to the extent legally permissible, give Discloser prompt notice of such requirement or request so that Discloser may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If no such protective order is obtained, or Discloser does not waive compliance with this Agreement, Recipient or such Representative shall be permitted to disclose only that portion of Confidential Information that it is advised by counsel is legally required to be disclosed; provided, that, to the extent legally permissible, Recipient or such Representative gives Discloser written notice, as far in advance as is practicable, of the Confidential Information to be disclosed and the identity of the party receiving such Confidential Information and Recipient or such Representative exercises reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

16. **Disclaimer.** The Parties acknowledge and agree that no Party makes any representations or warranties, whether express or implied, in fact or in law, with respect to the content, accuracy or completeness of any of the Confidential Information. The Confidential Information is provided for the purpose of each Party making its own independent determinations as to the content thereof and the Confidential Information shall not be relied upon for the purpose of determining the value of the Purpose or any other matter. No Party shall have any recourse against any other Party in the event of any errors or omissions regarding the Confidential Information. Nothing herein shall require Discloser to disclose any Confidential Information to Recipient.

17. **Counterparts.** This Agreement may be executed in counterparts and each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute one and the same instrument. The Parties agree that electronic transmittal of this Agreement executed by a Party, including, without limitation, transmittal by fax, email (.pdf) or other electronic means shall constitute an original. Each Party represents to the other that the individual executing this Agreement is duly authorized to do so.

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

Dick's Sporting Goods, Inc.

By:

(Authorized Signature)

(Print or Type Name)

(Title)

LINDON HARRIS

By: LinDon Harris
LinDon Harris (Oct 17, 2025 07:30:26 EDT)

(Authorized Signature)

LinDon Harris

(Print or Type Name)

Consultant

(Title)