

DGLT Incorporated

Confidentiality Agreement · Nine-Salon Great Clips Platform

This Confidentiality Agreement (the "Agreement") is entered into as of the date signed below by and between **DGLT Incorporated**, a corporation (the "Company"), and the undersigned recipient (the "Recipient"). The Company is willing to disclose certain confidential information to the Recipient solely to permit the Recipient to evaluate a possible negotiated acquisition of the Company's nine Great Clips salon businesses (the "Transaction"). In consideration of that disclosure, the Recipient agrees as follows:

1. Confidential Information.

"Confidential Information" means all non-public information the Company or its representatives furnish to the Recipient, whether oral, written, electronic, or in any other form, including financial statements and models, salon-level revenue and earnings, leases, franchise agreements, staffing and payroll data, customer and operating metrics, vendor terms, and the existence and terms of the possible Transaction, together with all notes, analyses, and materials the Recipient prepares that contain or are derived from that information.

2. Exclusions.

Confidential Information does not include information that (a) is or becomes public through no fault of the Recipient; (b) was rightfully in the Recipient's possession without a duty of confidentiality before disclosure by the Company; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed by the Recipient without use of the Confidential Information.

3. Use and Non-Disclosure.

The Recipient will use the Confidential Information solely to evaluate the Transaction and for no other purpose. The Recipient will keep the Confidential Information strictly confidential and will not disclose it to any person except the Recipient's employees, advisors, and lenders who have a need to know it to evaluate the Transaction, who are informed of its confidential nature, and for whose compliance the Recipient is responsible. The Recipient will protect the Confidential Information with at least the degree of care it uses for its own confidential information, and never less than a reasonable degree of care.

4. No Solicitation of Employees.

For a period of two (2) years from the date of this Agreement, the Recipient will not, directly or indirectly, solicit for employment or hire any employee of the Company with whom the Recipient became aware through the Confidential Information or the evaluation of the Transaction, except that general advertising not targeted at the Company's employees is not a breach of this Section.

5. No Contact; No Trade Disruption.

The Recipient will not use the Confidential Information to interfere with the Company's business, and will direct all inquiries regarding the Transaction only to the person the Company designates, and not to the Company's employees, landlords, franchisor, customers, or vendors, without the Company's prior written consent.

6. Great Clips Salon System; Trade Dress.

The Recipient acknowledges that the salons operate under the Great Clips® franchise system, and that the distinctive goods, services, and methods of operation associated with the Great Clips trademarks, trade names, service marks, copyrights, logos, and commercial symbols, together with the uniform standards, procedures, and specifications developed by Great Clips (the "Salon System"), and the design and appearance of the interior and exterior of Great Clips salons, including signage (the "Trade Dress"), are valuable, special, and unique assets of Great Clips. The Recipient will not imitate, use, appropriate, or otherwise infringe upon the Salon System or the Trade Dress, and will make no use of any Confidential Information relating to the Salon System except pursuant to a Great Clips franchise agreement entered

into by, or assigned to, the Recipient.

7. Return or Destruction.

Upon the Company's written request, the Recipient will promptly return or destroy all Confidential Information and any materials derived from it, and confirm the destruction in writing, except for one archival copy retained by counsel for compliance purposes and copies retained by routine electronic backup, which remain subject to this Agreement.

8. No Representation; No Obligation.

The Confidential Information is provided "as is." The Company makes no representation or warranty as to its accuracy or completeness, and the Recipient will rely only on the representations and warranties made in a definitive written agreement, if any. Nothing in this Agreement obligates either party to proceed with or complete the Transaction, and either party may terminate discussions at any time for any reason.

9. No License; No Securities Offer.

No license or other right to the Confidential Information is granted except the limited right to use it to evaluate the Transaction. This Agreement is not an offer to sell securities and creates no agreement to enter into the Transaction.

10. Remedies.

The Recipient acknowledges that a breach of this Agreement may cause the Company irreparable harm for which money damages are inadequate, and that the Company is entitled to seek injunctive relief in addition to any other remedy at law or in equity, without the necessity of posting a bond. If the Company brings an action to enforce this Agreement, it is also entitled to recover its costs and reasonable attorneys' fees incurred in obtaining such relief.

11. Term.

This Agreement, and the Recipient's confidentiality obligations, continue for two (2) years from the date signed below, except that Confidential Information constituting a trade secret remains protected for as long as it qualifies as a trade secret under applicable law.

12. Governing Law; Miscellaneous.

This Agreement is governed by the laws of the State of Maryland, without regard to its conflict-of-laws rules, and the parties consent to the exclusive jurisdiction of the state and federal courts located in Maryland. The invalidity or unenforceability of any provision will not affect the remaining provisions. This Agreement is the entire agreement between the parties regarding its subject matter, may be amended only in a writing signed by both parties, and may be signed in counterparts, including by electronic signature. This Agreement binds and benefits the parties and their respective representatives, heirs, successors, and assigns, and also binds each person, firm, or entity that is controlled by or otherwise affiliated with the Recipient.

Agreed and accepted:

Recipient

Signature Date

Printed name Title

Company / firm Email

DGLT Incorporated

Signature Date

Printed name Title

Company / firm Email

This document is a confidentiality agreement only. It is not an offer to sell securities or a business, and it does not obligate any party to proceed with a transaction. Each party should have this Agreement reviewed by its own counsel before signing.