



BSN SPORTS™

EXCLUSIVE SUPPLIER AGREEMENT

BSN SPORTS, LLC, a Delaware limited liability company ("BSN SPORTS") is pleased to offer the ONLOCK CLOTHING LLC ("Donekick.com") the BSN SPORTS EXCLUSIVE SUPPLIER AGREEMENT (the "Agreement") for the purchase and supply of NIKE apparel and footwear along with any and all other equipment offered for sale to Donekick.com by BSN SPORTS.

Benefits:

1. **"Premier Pricing"** shall apply to all footwear, apparel and equipment: Purchased by Donekick.com at the following rates*:

- 50% off retail price on all NIKE apparel.
- 45% off retail price on all NIKE footwear and equipment.
- 50% off retail price on all NIKE Custom uniforms purchased within the timeframe specified in the BSN SPORTS uniform Schedule.
- 30% off retail price on all NIKE licensees such as ENI-JR286, Marchon Eyewear, Perry Ellis Swim & APS Wrestling.
- 20% off catalog price on all BSN SPORTS or proprietary products (as defined below) from BSN SPORTS catalog (exclusive of closeout and Sale items).
- 10% off catalog price on all non-branded products from BSN SPORTS catalog.
 - BSN SPORTS proprietary products are identified in our catalog with a black start icon next to the product code.
 - 10% off catalog price on all non-branded products from BSN SPORTS catalog.
 - BSN SPORTS catalog non-branded products are products distributed by BSN SPORTS from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

* If the footwear, apparel or equipment has an associated fee (e.g., royalty, licensing fee), the discounts above are subject to change in BSN SPORTS sole discretion.

2. **BSN Sports Product / Apparel Rebate:** Donekick.com shall receive the following in **FREE** product under this Agreement ("Product Rebate") in Years 1 and 2,

Donekick.com shall receive the following free product rebates in years one through five pursuant to its purchase of Nike apparel, footwear, equipment, and decoration under this Agreement ("Product Rebate"). Subject to the terms below, at the end of each year of this agreement, Donekick.com will receive a product rebate from the catalog(s) provided by BSN SPORTS, subject to availability at the time of order. Product rebates are available after the requirements below are met (including, without limitation, the Annual Spending Level with BSN SPORTS as set forth below) and must be utilized within forty-five (45) days of the end of the year in which the rebate was earned. A product rebate balance does not carry over from year to year. Donekick.com must be current on all payment obligations to BSN SPORTS to be eligible for the product rebate.



BSN SPORTS™

Annual Spending Level YEARS 1-2

- \$200,000+
- \$300,000+
- \$350,000+
- \$400,000+

Annual Rebate amount

\$85,000 FREE in NIKE product, BSN equipment or VIP Branding at retail catalog price.

\$90,000 FREE in NIKE product, BSN equipment or VIP Branding at retail catalog price.

\$105,000 FREE in NIKE product, BSN equipment or VIP Branding at retail catalog price.

\$120,000 FREE in NIKE product, BSN equipment or VIP Branding at retail catalog price.

Annual Spending Level YEARS 3-5

- \$250,000+
- \$350,000+
- \$400,000+

Annual Rebate amount

\$70,000 FREE in NIKE product, BSN equipment or VIP Branding at retail catalog price.

\$85,000 FREE in NIKE product, BSN equipment or VIP Branding at retail catalog price.

\$95,000 FREE in NIKE product, BSN equipment or VIP Branding at retail catalog price.

- BSN SPORT proprietary equipment is identified in BSN SPORTS catalog with a black start icon next to the product code.
- Unused promotional product amounts, as of 5:00 p.m. on 12/31 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one year to the next.

3. NIKE Team Sports Product Rebate: Donekick.com will receive the following free Nike promotional product, calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 1: **\$60,000** in FREE NIKE promotional product at retail price
- Year 2: **\$60,000** in FREE NIKE promotional product at retail price
- Year 3: **\$60,000** in FREE NIKE promotional product at retail price
- Year 4: **\$60,000** in FREE NIKE Promotional product at retail price
- Year 5: **\$60,000** in FREE NIKE Promotional product at retail price
 - Promotional product allocation is the sole responsibility of Donekick.com.

4. NIKE Basketball Sports Marketing Product Rebate: Donekick.com shall receive the following in FREE NIKE promotional product calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 3: **\$20,000** in FREE NIKE promotional product at retail price
- Year 4: **\$20,000** in FREE NIKE promotional product at retail price
- Year 5: **\$20,000** in FREE NIKE Promotional product at retail price
 - Promotional product allocation is the sole responsibility of Donekick.com.



BSN SPORTS™

5. NIKE Uniform BOGOS: The following sports will receive a buy one get one **FREE** on uniforms based on the totals/retail value listed in YEAR 1. **RETAIL VALUE \$76,425.00**

- Football BOGO 110 sets @400.00
- Men's Basketball 15 sets @250.00
- Women's Basketball 15 sets @250.00
- Softball BOGO 30 sets @\$300.00
- Volleyball BOGO 20 sets @\$155.00
- Baseball BOGO 45 sets @\$285.00

6. BSN Year 1 Signing Bonus: Donekick.com will receive a product allotment with a combined retail value of **\$6,000** at Nike retail price for footwear.

7. BSN SPORTS E-Commerce Incentive: BSN SPORTS supports Online Store Setup for Donekick.com with 12% CASH Royalties per contract year. This is optional, but not required.

8. BSN SPORTS Cover the Incentive: 20% discount given to all staff and administration on BSNSPORTS.com. Additionally, during a mutually agreed upon 2 day period and prior to December 5, 2023, BSN SPORTS will offer Donekick.com a discounted rate of 50% off retail price on NIKE stock apparel and 50% off retail price on NIKE stock footwear for use by Donekick.com staff and employees through www.bsnsports.com these incentives will be offered yearly throughout length of agreement & do not count towards BSN SPORTS product/apparel rebate program. This is option, but not required.

9. BSN SPORTS Service Promise: BSN SPORTS will provide a dedicated sales professional ("BSN SPORTS Representative") to conduct on site visits to Donekick.com throughout the term of this Agreement. BSN SPORTS Representative will be responsible for showing product samples, communicating order deadlines and providing quick response for all questions and concerns. BSN SPORTS will also, carry a minimum of \$25 Million dollars of NIKE product at any given time.

Terms and Conditions:

1. Exclusive Supplier. Donekick.com will use BSN SPORTS as its exclusive supplier for any and all of its sports products, apparel, footwear, and equipment business needs. Donekick.com also agrees that Donekick.com will adhere to the BSN SPORTS product planning schedule to help ensure availability and delivery in a timely manner.

2. Promotion. Donekick.com is allowed to distribute, advertise or display products that BSN SPORTS provides and the BSN SPORTS & NIKE logo is allowed to appear on the banner of the commercial website www.donekick.com as an official supplier.

3. Payment Terms. Donekick.com must be current on all payment obligations to BSN SPORTS to be eligible for all promotional products and rebates, Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.



BSN SPORTS™

4. Additional Charges. Store decoration charges (including charges for embroidery and screen printing) are extra.

5. Freight and Shipping. Donekick.com is responsible for all freight/shipping charges of 6% on all small parcel shipments via FedEx and 18% on any LTL AND FTL FREIGHT TRUCKED shipments, resulting from merchandise purchased and/or received under this Agreement. However, Donekick.com shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of BSN SPORTS.

6. Term of Agreement. The term of this Agreement shall be for five (5) years, beginning on December 1, 2023, and continuing through December 1, 2028 (the "Initial Term" unless earlier terminated in accordance with this Agreement. This Agreement may be renewed by the parties for successive five (5) year terms) (each a "Renewal Term" and together with the Initial Term, the "Term"); provided that: (i) Donekick.com may solicit offers from competitors of BSN SPORTS for the provision of apparel, footwear, and equipment to commence after the initial Term or then-current Renewal Term until six months prior to the expiration of the Initial Term or such Renewal Term (the "Shopping Period"); (ii) should Donekick.com receive an offer during, the Shopping Period, Donekick.com shall communicate such offer to BSN SPORTS and provide BSN SPORTS with the opportunity to match such terms in the following Renewal Term. Said opportunity is merely an opportunity to submit a matching offer and does not obligate Donekick.com to accept such offer. In any event, the parties may renew this Agreement in writing signed by both parties no later than ninety (90) days before the expiration of the Initial Term or then-current Renewal Term.

7. Force Majeure Event: Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event, Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event,

Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event or will be fully refunded if the event is not rescheduled.



BSN SPORTS™

8. Termination of Agreement. Either party may terminate this Agreement upon ninety (90) days written notice in advance of the desired termination date. Written notification must be supplied prior to separation and an opportunity for resolve must be given. Such termination does not absolve parties of obligations already incurred subject to this Agreement, Furthermore, if either party should fail to perform or be in breach of any of the warranties, representations, covenants or obligations contained in this Agreement, or anticipatory breach this Agreement, and such default is not curable or such default is curable but remains uncured for ten (10) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting party.

9. Modification of Agreement. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

10. Public Record. BSN SPORTS understands that Donekick.com is a California legal private company and that Donekick.com may require public disclosure of this Agreement and all terms and conditions herein according to actual needs.

This Agreement is made and entered into by and between the parties this first day of December 2023.

Signed:

Christopher Huebner
Director of
ONLOCK CLOTHING LLC
2945 Hughes Ct, Turlock, CA 95382

Signed:

Terrence M. Babilla
President of
BSN SPORTS, LLC
PO Box 7726, Dallas, TX 75209