
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 20, 2026



Daktronics, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

001-38747
(Commission
File Number)

46-0306862
(I.R.S. Employer
Identification No.)

201 Daktronics Drive
Brookings, SD 57006
(Address of Principal Executive Offices, and Zip Code)

(605) 692-0200
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.00001 Par Value	DAKT	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

Section 5 - Corporate Governance and Management

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(c) On January 20, 2026, the Board of Directors (the “**Board**”) of Daktronics, Inc. (the “**Company**”) authorized the Company to enter into a Separation and Release Agreement (the “**Separation Agreement**”) with Carla S. Gatzke pursuant to which Ms. Gatzke will cease to serve as Corporate Secretary and Vice President of Human Resources of the Company, effective as of January 31, 2026 (the “**Separation Date**”). Pursuant to the Separation Agreement, so long as Ms. Gatzke does not revoke her acceptance of the Separation Agreement within the time provided to do so and satisfies the other terms and conditions of the Separation Agreement (including compliance with certain restrictive covenants), Ms. Gatzke will receive the following consideration:

- a severance payment in the amount of \$674,250, less applicable taxes and withholdings, to be paid in substantially equal installments beginning on the Company’s first regularly scheduled payroll date that is 45 days following the Separation Date and ending on the regularly scheduled pay date occurring on or immediately following the one-year anniversary of the initial severance payment date;
- all unvested stock option and time-vested restricted stock unit awards previously granted to Ms. Gatzke under the Company’s equity-based compensation plans that were outstanding immediately prior to the Separation Date will become immediately and fully vested (and, in the case of the stock options, fully exercisable) on the Separation Date;
- with respect to the unvested performance share units granted to Ms. Gatzke and outstanding immediately prior to the Separation Date (the “**PSUs**”): (i) a pro rata portion of the PSUs, with the proration based upon the number of days within the applicable performance period that have elapsed through the Separation Date, will remain outstanding and vest following the Separation Date based on actual performance levels pursuant to the 2025 Stock Incentive Plan and the relevant award agreements; and (ii) all other PSUs will be forfeited immediately following the Separation Date; and
- if Ms. Gatzke elects to receive continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”), reimbursement payments for a period of up to 12 months following the Separation Date in an amount equal to the difference between (A) the amount Ms. Gatzke pays to effect and maintain COBRA coverage, and (B) the employee contribution amount that similarly situated employees of the Company pay for the same or similar coverage under the Company’s group health plans, less applicable taxes, subject to the eligibility requirements under COBRA and the Separation Agreement.

The foregoing consideration to be paid to Ms. Gatzke under the Separation Agreement was determined in accordance with, and is entirely consistent with, the requirements for post-termination compensation payable to executive officers of the Company under the Daktronics, Inc. Amended and Restated Employee Retention and Protection Plan.

The Board further authorized the Company to enter into a Consulting Agreement with Ms. Gatzke (the “**Consulting Agreement**”), effective as of January 31, 2026 (the “**Effective Date**”), which provides that from the Effective Date through April 30, 2026 (the “**Expiration Date**”), Ms. Gatzke will serve as a consultant to the Company’s Chief Executive Officer (the “**CEO**”) or such other person as may be designated by the CEO in order to assist the Company with the transition of human resources matters, corporate secretarial matters, community relations, and related matters. In addition to, and separate and apart from, the payments set forth in the Separation Agreement, Ms. Gatzke will receive a monthly consulting fee of \$30,000 for her services under the Consulting Agreement. If the Consulting Agreement is terminated for the Company’s convenience before the Expiration Date, and not as a result of Ms. Gatzke’s material breach of the Consulting Agreement, Ms. Gatzke will be entitled to a pro rata portion of the monthly consulting fee for the portion of the month in which services are provided. Ms. Gatzke is subject to certain restrictive covenants under the Separation Agreement and the Consulting Agreement regarding confidentiality, non-competition, non-disparagement, and non-solicitation.

The foregoing descriptions of the Separation Agreement and Consulting Agreement are not complete and are qualified in their entirety by reference to the full text of the Separation Agreement and Consulting Agreement, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, respectively, and incorporated herein by reference.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

10.1 [Separation and Release Agreement by and between Carla S. Gatzke and Daktronics, Inc.](#)

10.2 [Consulting Agreement by and between Carla S. Gatzke and Daktronics, Inc.](#)

104 Cover page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DAKTRONICS, INC.

By: /s/ Howard I. Atkins

Howard I. Atkins

Acting Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

Date: January 21, 2026

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (this “**Agreement**”) is entered into by and between Daktronics, Inc. a Delaware corporation (the “**Company**”), and Carla Gatzke (“**Executive**”). Executive and the Company are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Executive’s employment with the Company terminated effective as of January 31, 2026 (the “**Separation Date**”);

WHEREAS, Executive and the Company have entered into a Consulting Agreement effective as of the Separation Date (the “**Consulting Agreement**”);

WHEREAS, the Parties have agreed that Executive shall receive severance payments in the sum of \$674,250.00 and such other benefits as provided herein, which severance payments and benefits are conditioned upon Executive’s execution, delivery and non-revocation of this Agreement; and

WHEREAS, the Parties wish to resolve any and all claims that Executive has or may have against the Company and the Company Parties (as defined below), including any claims that Executive has or may have arising from or relating to Executive’s employment, or the end of Executive’s employment, with any Company Party.

NOW, THEREFORE, in consideration of the promises and benefits set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Executive and the Company, the Parties hereby agree as follows:

1. **Separation from Employment; Resignations.** The Parties acknowledge and agree that Executive’s employment with the Company ended as of the Separation Date and that, as of the Separation Date, Executive was no longer employed by any Company Party. The Parties further acknowledge and agree that, as of the Separation Date, Executive automatically resigned as (i) Vice President – Human Resources of the Company and (ii) as an officer of the Company and each of their respective Affiliates (as defined below) for which Executive served as an officer.

2. **Separation Payments and Benefits.** Provided that Executive: (x) executes this Agreement on or after the Separation Date and returns a signed copy of it to the Company, care of Shawna Hanson, General Counsel (Shawna.Hanson@daktronics.com), so that it is received no later than the close of business on the date that is twenty-one (21) days after Executive receives this Agreement, and it is not subsequently revoked by Executive in accordance with Section 5; and (y) satisfies the other terms and conditions set forth in this Agreement, then:

- a. Executive shall receive a payment in the amount of \$674,250.00, less applicable taxes and withholdings (the “**Separation Payment**”). The Separation Payment will be paid in substantially equal installments beginning no later than the Company’s first regularly scheduled pay date that occurs on or after the date that is 45 days following the Separation Date (the “**Initial Payment Date**”) and ending on the regularly scheduled pay

date occurring on or first following the one-year anniversary of the Initial Payment Date; and

- b. Any unvested stock options and restricted stock unit awards (but expressly excluding PSUs), previously granted to Executive under the Company's equity-based compensation plans that are outstanding immediately prior to the Separation Date (the "**Outstanding Awards**") shall immediately become fully vested. Any such stock options that become vested shall also become exercisable as of the Separation Date subject to the terms and conditions of the 2025 Stock Incentive Plan and award agreement. A pro rata portion of unvested performance share units ("**PSUs**") granted to Executive and outstanding immediately prior to the Separation Date will remain outstanding following the Separation Date (and will not be forfeited), with the proration calculated based upon the number of days within the applicable performance period that have elapsed up to and including the Separation Date (the "**Contingently Vested PSUs**"). All PSUs other than the Contingently Vested PSUs will be forfeited immediately following the Separation Date. The actual number of Contingently Vested PSUs, if any, that become vested and earned will be determined after the end of the applicable performance period, based on actual performance levels as measured in accordance with the 2025 Stock Incentive Plan and the relevant award agreement. The exercise or settlement of any such Outstanding Awards or PSUs will be determined pursuant to the settlement provisions contained in the applicable governing documents, including timing, exercise procedures, form of payment, release requirements or any other applicable restrictions or conditions to settlement contained within the governing documents.
- c. If Executive timely elects to continue coverage for Executive and Executive's spouse and eligible dependents, if any, under the Company's group health plans (the "**Group Plans**") pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company shall reimburse Executive in an amount equal to the difference between the amount Executive pays to effect and continue such coverage and the employee contribution amount that similarly situated employees of the Company pay for the same or similar coverage under such Group Plans that would otherwise be payable by Executive for continued health or welfare benefits provided to Executive and Executive's dependents pursuant to COBRA, less applicable taxes (the "**COBRA Payment**"), for a period of twelve (12) months following the Separation Date (the "**Reimbursement Period**"). Each reimbursement of the COBRA Payment shall be paid to Executive on the Company's first regularly scheduled pay date in the calendar month immediately following the calendar month in which Executive submits to the Company documentation of the applicable premium payment having been paid by Executive, which documentation shall be submitted by Executive to the Company within thirty (30) days following the date on which the applicable premium payment is paid. Executive shall be eligible to receive the COBRA Payment until the earliest of: (A) the last day of the Reimbursement Period, (B) the date Executive is no longer eligible to receive COBRA continuation coverage, and (C) the date Executive becomes eligible to receive substantially similar coverage from another employer. Notwithstanding the foregoing, if the provision of the benefits described in this paragraph cannot be provided in the manner

described above without penalty, tax or other adverse impact on the Company, then the Company shall determine an alternative manner in which the Company may provide substantially equivalent benefits to Executive without such adverse impact on the Company.

Executive acknowledges and agrees that the consideration described in this Section 2 represents the entirety of the amounts Executive is eligible to receive as severance pay and benefits from the Company or any other Company Party (as defined below) and that Executive has no entitlement to any further severance pay or benefits, and Executive was not entitled to receive the Separation Payment but for Executive's entry into this Agreement and satisfaction of the terms herein.

3. **Complete Release of Claims.**

(a) In exchange for the consideration received by Executive herein, which consideration Executive was not entitled to but for Executive's entry into this Agreement, Executive hereby releases, discharges and forever acquits the Company and its Affiliates (as defined below) and subsidiaries, and each of the foregoing entities' respective past, present and future members, partners (including general partners and limited partners), directors, trustees, officers, managers, Executives, agents, attorneys, heirs, legal representatives, insurers, benefit plans (and their fiduciaries, administrators and trustees), and the successors and assigns of the foregoing, in their personal and representative capacities (collectively, the "***Company Parties***"), from liability for, and hereby waives, any and all claims, damages, or causes of action of any kind related to Executive's ownership of any interest in any Company Party, Executive's employment with any Company Party, the termination of such employment, and any other acts or omissions related to any matter occurring on or prior to the date that Executive executes this Agreement, including (i) any alleged violation through such date of: (A) any federal, state or local anti-discrimination law or anti-retaliation law, regulation or ordinance including Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, as amended and the Americans with Disabilities Act of 1990, as amended; (B) the Executive Retirement Income Security Act of 1974 ("***ERISA***"); (C) the Immigration Reform Control Act, as amended; (D) the National Labor Relations Act, as amended; (E) the Occupational Safety and Health Act, as amended; (F) any federal, state or local wage and hour law; (G) the Age Discrimination in Employment Act of 1967 (including as amended by the Older Workers Benefit Protection Act); (H) any other local, state or federal law, regulation or ordinance; or (I) any public policy, contract, tort, or common law claim; (ii) any allegation for costs, fees, or other expenses including attorneys' fees incurred in or with respect to a Released Claim; (iii) any and all rights, benefits or claims Executive may have under any employment contract, severance plan, incentive compensation plan, or equity based plan with any Company Party (including any award agreement) or to any ownership interest in any Company Party; and (iv) any claim for compensation or benefits of any kind not expressly set forth in this Agreement (collectively, the "***Released Claims***"). This Agreement is not intended to indicate that any such claims exist or that, if they do exist, they are meritorious. Rather, Executive is simply agreeing that, in exchange for any consideration received by her pursuant to Section 2, any and all potential claims of this nature that Executive may have against the Company Parties, regardless of whether they actually exist, are expressly settled, compromised and waived. Notwithstanding the foregoing, the Released Claims do not include (I) any rights to indemnification, advancement of expenses incurred in connection with the same, or directors' and officers' liability insurance coverage that Executive has under South Dakota law, the charter, bylaws, other organizational documents and insurance policies of any Company Party or any agreement with any Company Party; and (II) any rights to enforce the terms of this Agreement, including those in Section 2 of this Agreement. In addition, the Company hereby releases,

discharges and forever acquits Executive from liability for, and hereby waives, any and all claims, damages, or causes of action of any kind related to Executive's prior service relationship and performance of her duties with the Company, except for claims arising from Executive's fraud or willful misconduct. **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE COMPANY PARTIES.**

(b) Notwithstanding this release of liability, nothing in this Agreement prevents Executive from filing any non-legally waivable claim (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission ("**EEOC**") or comparable state or local agency or participating in (or cooperating with) any investigation or proceeding conducted by the EEOC or comparable state or local agency or cooperating in any such investigation or proceeding; however, Executive understands and agrees that Executive is waiving any and all rights to recover any monetary or personal relief or recovery from a Company Party as a result of such EEOC or comparable state or local agency or proceeding or subsequent legal actions. Further, nothing in this Agreement prohibits or restricts Executive from filing a charge or complaint with, or cooperating in any investigation with, the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other securities regulatory agency or authority (each, a "**Government Agency**"). This Agreement does not limit Executive's right to receive an award for information provided to a Government Agency. Further, in no event shall the Released Claims include (i) any claim which arises after the date that this Agreement is executed by Executive or (ii) any claim to vested benefits under an Executive benefit plan that is subject to ERISA and that cannot be waived pursuant to ERISA.

(c) For purposes of this Agreement, "**Affiliate**" shall mean, with respect to any Person (as defined below), any other Person directly or indirectly controlling, controlled by, or under common control with, such Person where "control" shall have the meaning given such term under Rule 405 of the Securities Act of 1933, as amended from time to time. For purposes of this Agreement, "**Person**" shall mean any individual, natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company, or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization, or other entity of any nature.

(d) Executive hereby represents and warrants that, except for any claims reported to the Securities and Exchange Commission, as of the time Executive executes this Agreement, Executive has not brought or joined any lawsuit or filed any charge or claim against any of the Company Parties in any court or before any Government Agency or arbitrator for or with respect to a matter, claim, or incident that occurred or arose out of one or more occurrences that took place on or prior to the time at which Executive signs this Agreement. Executive warrants and represents that (i) she is the sole owner of each and every claim, cause of action, and right compromised, settled, released or assigned pursuant to Section 3 of this Agreement and has not previously assigned, sold, transferred, conveyed, or encumbered same; (ii) she has the full right, power, capacity, and authority to enter into and execute this Agreement; and (iii) she fully understands this Agreement releases any and all past claims regardless of whether she is now aware of such claims.

4. Executive's Representations.

(a) Executive represents that Executive has received all leaves (paid and unpaid) that Executive was owed or could be owed by the Company as of the date that Executive executes this Agreement. Executive further represents that (with the exception of any unpaid

base salary and benefits earned in the pay period in which the Separation Date occurred) Executive has received all wages, bonuses and other compensation, been provided all benefits and been afforded all rights and been paid all sums that Executive is owed or has been owed by the Company or any other Company Party, including all vested payments or shares arising out of all incentive plans and any other bonus arrangements.

(b) By executing and delivering this Agreement, Executive expressly acknowledges that:

(i) Executive has carefully read this Agreement;

(ii) No material changes have been made to this Agreement since it was first provided to Executive and Executive has had at least 21 days to consider this Agreement before the execution and delivery hereof to Company;

(iii) Executive is receiving, pursuant to this Agreement, consideration in addition to anything of value to which she is already entitled, and Executive is not otherwise entitled to such additional consideration as set forth in this Agreement, but for her entry into this Agreement;

(iv) Executive has been advised, and hereby is advised in writing, to discuss this Agreement with an attorney of Executive's choice and Executive has had an adequate opportunity to do so prior to executing this Agreement;

(v) Executive fully understands the final and binding effect of this Agreement; the only promises made to Executive to sign this Agreement are those stated herein; and Executive is signing this Agreement knowingly, voluntarily and of Executive's own free will, and that Executive understands and agrees to each of the terms of this Agreement;

(vi) The only matters relied upon by Executive and causing Executive to sign this Agreement are the provisions set forth in writing within the four corners of this Agreement; and

(vii) No Company Party has provided any tax or legal advice regarding this Agreement and Executive has had an adequate opportunity to receive sufficient tax and legal advice from advisors of Executive's own choosing such that Executive enters into this Agreement with full understanding of the tax and legal implications thereof.

(c) Other than matters previously disclosed to the board of directors of the Company and outside auditors, Executive is not aware of any material act or omission on the part of any Company employee (including Executive), director or agent that may have violated any applicable law or regulation or otherwise exposed the Company or any other Company Party to any liability, whether criminal or civil, whether to any government, individual, shareholder or other entity.

5. **Revocation Right.** Notwithstanding the initial effectiveness of this Agreement, Executive may revoke the delivery (and therefore the effectiveness) of this Agreement within the seven-day period beginning on the date Executive executes this Agreement (such seven day period being referred to herein as the "***Release Revocation Period***"). To be effective, such revocation must be in writing signed by Executive and must be received by the Company, care of Shawna Hanson, General Counsel, and delivered via e-mail to Shawna.Hanson@daktronics.com, before 11:59 p.m., central time, on the last day of the Release Revocation Period. If an effective revocation is delivered in the foregoing manner and

timeframe, the release of claims set forth in Section 3 above will be of no force or effect, Executive will not receive the consideration set forth in Section 2 above, and the remainder of this Agreement will be in full force and effect.

6. **Affirmation of Restrictive Covenants.** Each Party agrees that it will not, at any time, make any written or oral statements, or cause or encourage others to make any written or oral statements, that disparage or damage the reputation of the other Party, including in the case of the Company, its directors, officers, employees, affiliates, successors, or assigns. This provision does not apply to statements made in the course of legal proceedings, or as required by law, or to governmental authorities. Further, Executive acknowledges and agrees that she has continuing obligations to the Company and its Affiliates, including obligations with respect to confidentiality, non-competition, and non-solicitation, pursuant to the Consulting Agreement, or other agreements entered into between the Parties (the “***Restrictive Covenants***”). In entering into this Agreement, Executive specifically acknowledges the validity, binding effect, and enforceability of such restrictive covenants and expressly reaffirms Executive’s commitment to abide by (and agrees that she will abide by) the terms of such Restrictive Covenants.

7. **No Waiver.** No failure by any Party hereto at any time to give notice of any breach by any other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

8. **Applicable Law.** This Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of South Dakota without reference to the principles of conflicts of law thereof. **THE PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.**

9. **Severability.** To the extent permitted by applicable law, the Parties agree that any term or provision (or part thereof) of this Agreement that renders such term or provision (or part thereof) or any other term or provision of this Agreement (or part thereof) invalid or unenforceable in any respect shall be modified to the extent necessary to avoid rendering such term or provision (or part thereof) invalid or unenforceable, and such modification shall be accomplished in the manner that most nearly preserves the benefit of the Parties’ bargain hereunder.

10. **Withholding of Taxes and Other Employee Deductions.** The Company may withhold from any payments made pursuant to Section 2 hereof all federal, state, local, and other taxes and withholdings as may be required pursuant to any law or governmental regulation or ruling.

11. **Continued Cooperation.** Following the Separation Date, Executive will provide the Company and, as applicable, the other Company Parties, with assistance, when reasonably requested by the Company, with respect to any matters related to Executive’s job responsibilities, transitioning Executive’s duties, assisting in litigation (including, but not limited to, testifying and cooperating in depositions) and otherwise providing information Executive obtained during the provision of the duties Executive performed for the Company and the other Company Parties, subject to reimbursement of Executive’s reasonable expenses incurred in complying with such requests for assistance.

12. **Counterparts.** This Agreement may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

13. **Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Company and each other Company Party that is not a signatory hereto, as each other Company Party that is not a signatory hereto shall be a third-party beneficiary of Executive's release of claims, representations and covenants set forth in this Agreement.

14. **Section 409A.** Notwithstanding anything herein to the contrary this Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the applicable Treasury regulations and administrative guidance issued thereunder (collectively, "**Section 409A**"), including the exceptions thereto, and shall be construed and administered in accordance with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service, as a short-term deferral, or otherwise shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, any installment payments provided under this Agreement shall each be treated as a separate payment. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are compliant with Section 409A, and in no event shall Executive be reimbursed by the Company for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

15. **Amendment; Entire Agreement.** This Agreement may not be changed orally but only by an agreement in writing agreed to and signed by Executive and the Company. This Agreement constitutes the entire agreement of the Parties with regard to the subject matters hereof. Notwithstanding the foregoing, this Agreement complements (and does not supersede or replace) any other agreements between the Company or any of its Affiliates and Executive that impose restrictions on Executive with regard to confidentiality, non-competition, non-solicitation, or non-disparagement (including the award agreements referenced in Section 6 above). There are no oral agreements between Executive and the Company. No promises or inducements have been offered except as set forth in this Agreement. Executive and the Company acknowledge that, in executing this Agreement, neither Party has relied upon any representations or warranties of any other Party. No promise or agreement which is not expressed in this Agreement has been made by the Company to Executive or by Executive to the Company in executing this Agreement. Each Party agrees that any omissions of fact concerning the matters covered by this Agreement are of no consequence in the decision to execute this Agreement.

16. **Interpretation.** The section headings in this Agreement have been inserted for purposes of convenience and shall not be used for interpretive purposes. The words "herein", "hereof", "hereunder," and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The use herein of the word "including" following any general statement, term, or matter shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items, or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." References in this Agreement to any agreement, instrument, or other document mean such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and not prohibited by this Agreement. No provision, uncertainty or ambiguity in or with respect to this Agreement shall be construed or resolved against any Party hereto, whether under any rule of construction or otherwise. On the contrary,

this Agreement has been reviewed by each of the Parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

17. **Return of Property.** Executive acknowledges and agrees that she will return to the Company all documents, files (including electronically stored information), and other materials constituting or reflecting confidential or proprietary information of the Company or any other Company Party, and any other property belonging to the Company or any other Company Party, including all computer files, electronically stored information, and other materials, and Executive shall not maintain a copy of any such materials in any form. Notwithstanding this Section 17, the Company acknowledges and agrees that Executive will be entitled to retain her current cellular phone and cellular phone number.

18. **Assignment.** This Agreement is personal to Executive and may not be assigned by Executive. The Company may assign its rights and obligations under this Agreement without Executive's consent, including to any other Company Party and to any successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or businesses of the Company.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth beneath their signatures below.

DAKTRONICS, INC.

By: _____

Name: _____

Title: _____

Date: _____

CARLA GATZKE

Carla Gatzke

Date: _____

Signature Page to
Separation and Release Agreement

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “*Agreement*”) is made and effective as of January 31, 2026 (the “*Effective Date*”) by and between Daktronics, Inc., a Delaware corporation, (the “*Company*”), and Carla Gatzke (“*Consultant*”). The Company and Consultant are referred to in this Agreement collectively as the “*Parties*” and each individually as a “*Party*.”

WHEREAS, Consultant and the Company have entered into a Separation and Release Agreement effective as of the Effective Date (the “*Separation Agreement*”);

WHEREAS, the Company desires to retain Consultant as an independent contractor to provide the services described herein for the period provided in this Agreement; and

WHEREAS, Consultant is willing to serve as an independent contractor and to provide such services, subject to the terms and conditions hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Engagement of Consultant; Term.** The Company agrees to engage Consultant commencing as of the Effective Date, as an independent contractor, and Consultant agrees to render consulting services from the Effective Date through April 30, 2026 (such date, the “*Expiration Date*”), unless earlier terminated as set forth herein. Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement at any time, in its sole discretion, and may direct Consultant to perform no further Services (as defined below) after delivery of such notice of termination. This Agreement may be extended beyond the Expiration Date only if such extension is memorialized by a written agreement signed by both Parties. The period between the Effective Date and the expiration or termination of Consultant’s services hereunder is referred to as the “*Term*.”

2. **Services.** During the Term, Consultant shall provide such consulting services as may be reasonably requested of Consultant from time to time by the Company’s Chief Executive Officer (the “*CEO*”), and/or such other person as may be designated by the CEO from time to time (the “*Designee*”) specifically assisting the Company with advice regarding personnel and other human resources matters, the Company’s knowledge library and knowledge transfer processes and protocols, corporate secretarial matters, and community relations (together, the “*Services*”). Consultant shall liaise directly with the CEO or any such Designee from time to time regarding the status of, and other aspects related to, the Services. Consultant shall devote such time and efforts as may be reasonably required to perform the Services in a proper and expeditious manner and shall perform the Services in accordance with all applicable law and regulations. The Company has determined that Consultant is uniquely qualified to perform the Services, and Consultant agrees that, during the Term, she will not provide any services to any other person or entity that otherwise prevent or limit her ability to perform the Services. Consultant shall coordinate the furnishing of Services in such a way as to generally conform to the business schedules of the Company.

3. **Fees and Expenses.**

(a) As payment for the Services to be rendered hereunder, the Company will pay the Consultant a monthly fee of \$30,000. If the Agreement is terminated earlier than the

Expiration Date for the Company's convenience and not as a result of the Consultant's material breach of the Agreement, the Consultant will be entitled to a pro-rata portion of the monthly fee for the portion of the month in which Services are provided. The Consultant's fee will be payable in accordance with the Company's standard payment practices for consultants.

(b) The Company shall reimburse Consultant for Consultant's reasonable out-of-pocket business-related expenses actually incurred in the performance of Consultant's duties under this Agreement so long as Consultant timely submits all documentation for such expenses, as required by Company policy in effect from time to time. Any such reimbursement of expenses shall be made by the Company upon or as soon as practicable following receipt of such documentation (but in any event not later than the close of Consultant's taxable year following the taxable year in which the expense is incurred by Consultant). In no event shall any reimbursement be made to Consultant for any expenses incurred after the date of termination of this Agreement.

(c) Consultant acknowledges and agrees she shall not be entitled to any additional payment or benefits from the Company for the Services other than as provided for in this Section 3. Consultant acknowledges and agrees that (i) the Company is not required to withhold federal, state or foreign income, gross receipts, or similar taxes from payments to Consultant hereunder or to otherwise comply with any state, federal or foreign law concerning the collection of income, gross receipts, or similar taxes at the source of payment of wages, and (ii) the Company is not required under the Federal Unemployment Tax Act or the Federal Insurance Contribution Act to pay or withhold taxes for unemployment compensation or for social security on behalf of Consultant with respect to payments made by the Company hereunder. The Company shall issue Consultant an IRS Form 1099-NEC, and Consultant shall be solely responsible for all federal, state, and local taxes in connection with the payments made by the Company hereunder. Consultant shall be solely responsible for making all applicable tax filings and remittances with respect to amounts paid to Consultant pursuant to this Agreement and shall indemnify and hold harmless the Company and its affiliates, and the foregoing entities' respective representatives for all claims, damages, costs and liabilities arising from Consultant's failure to do so.

4. **Independent Contractor.** The Parties acknowledge and agree that Consultant is an independent contractor of the Company. In no event shall Consultant be deemed to be an employee of the Company or any of its affiliates. Consultant acknowledges and agrees that, as a non-employee, Consultant is not eligible for any benefits sponsored by the Company or any of its affiliates, except as expressly provided for in this Agreement. Consultant shall not at any time communicate or represent to any third party, or cause or knowingly permit any third-party to assume, that Consultant is an employee or agent of the Company or any of its affiliates or, unless otherwise authorized in writing by an executive officer of the Company, have any authority to bind the Company or its affiliates or act on behalf of the Company or its affiliates. It is not the purpose or intention of this Agreement or the Parties to create, and the same shall not be construed as creating, any partnership, partnership relation, joint venture, agency, or employment relationship.

5. **Termination of Services.** The Services shall terminate immediately upon the Expiration Date, unless terminated earlier as provided herein.

6. **Intellectual Property.** All results and proceeds of the Services performed under this Agreement (collectively, the "***Deliverables***") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement

(collectively, and including the Deliverables, "**Work Product**"), and all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein, shall be owned exclusively by the Company. Consultant acknowledges and agrees that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for the Company and all copyrights therein shall automatically and immediately vest in the Company. To the extent that any Work Product does not constitute "work made for hire," Consultant hereby irrevocably assigns to the Company and its successors and assigns, for no additional consideration, Consultant's entire right, title, and interest in and to such Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof. To the extent any copyrights are assigned under this Section 6, Consultant hereby irrevocably waives in favor of the Company, to the extent permitted by applicable law, any and all claims Consultant may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply. As between Consultant and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Consultant by the Company ("**Company Materials**"), and all Intellectual Property Rights therein. Consultant has no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform the Services. All other rights in and to the Company Materials are expressly reserved by the Company. Consultant has no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names.

7. **Confidential Information.**

(a) Consultant acknowledges that Consultant will have access to information that is treated as confidential, privileged, and proprietary by the Company and its affiliates, including, without limitation, information subject to legal privilege, trade secrets, technology, and information pertaining to business operations and strategies of the Company and its affiliates, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that Consultant accesses or develops in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. Consultant agrees, at all times, both during the Term and after termination of this Agreement, to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Consultant shall notify the Company immediately in the event Consultant becomes aware of any loss or disclosure of any Confidential Information. Consultant acknowledges that, in connection with the Services, Consultant shall have access to information that is subject to legal privilege, including the attorney-client privilege, attorney work product privilege, and litigation privilege, and Consultant agrees that, such privilege shall belong to the Company and its affiliates, and Consultant shall, at all times, maintain the confidentiality of any legally privileged information. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than through Consultant's breach of this Agreement; or (ii) is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information.

(b) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law, or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the

disclosure does not exceed the extent of disclosure required by such law, regulation or order. Consultant agrees to provide written notice of any such order to the Company within two (2) days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

(c) Notwithstanding any other provision of this Agreement, Consultant will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Consultant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Consultant may disclose the Company's trade secrets to Consultant's attorney and use the trade secret information in the court proceeding if Consultant: (i) file any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement shall prohibit or restrict Consultant from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by, any governmental agency (including the Department of Justice, Department of Labor, Securities and Exchange Commission, any Inspector General, and any other governmental agency, commission or regulatory authority) regarding a possible violation of any law or (ii) making disclosures that are protected under the whistleblower provisions of applicable law. Nothing herein will require any individual or entity to disclose to any Party that is has made such a disclosure.

(d) Consultant acknowledges that the unauthorized disclosure, use, or disposition of Confidential Information could cause irreparable harm and significant injury to the Company which may be difficult to ascertain. Accordingly, the Consultant agrees that the Company shall have the right to seek immediate injunctive relief due to any existing or threatened breach of this Agreement, in addition to any other remedies that may be available at law or in equity and in the event of any legal action to enforce the provisions of this Agreement, the Company shall be entitled, in addition to any other relief granted, to recover the costs and expenses of such enforcement, including reasonable attorneys' fees.

8. **Consultant's Representations and Warranties.** Consultant represents and warrants to the Company that Consultant has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of Consultant's obligations in this Agreement, and entering into this Agreement with the Company and performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject. Consultant shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Consultant shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. Consultant agrees to perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services. Consultant expressly promises, acknowledges, and agrees that, in no event will Consultant violate any obligation that Consultant has to any prior employer or other third party during the Term or in the course of performing any Services, and in no event will Consultant use or disclose any confidential information belonging to any prior employer or other third party in the course of performing Services. Consultant promises, represents, and agrees that Consultant shall not introduce documents or other materials containing confidential information of any prior employer or other third party to the premises or property (including computers and computer systems) of the Company or any of its affiliates.

9. **Applicable Law; Venue.** This Agreement is entered into under, and shall be governed for all purposes by, the laws of the state of South Dakota without reference to the principles of conflicts of law thereof. Any dispute, controversy or claim between Consultant on the one hand, and the Company or any of its affiliates, on the other hand, arising out of or relating to this Agreement shall be resolved in state or federal court, as applicable, located in Sioux Falls, South Dakota. THE PARTIES EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.

10. **Entire Agreement; Amendments.** This Agreement constitutes the entire and final agreement between the Parties with respect to the subject matters hereof. Subject to Section 11 below, this Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

11. **Severability; Reformation.** If any provision of this Agreement (or part thereof) as applied to either Party or to any circumstances shall be adjudged by a tribunal of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision (or part thereof) of this Agreement or the validity or enforceability of this Agreement.

12. **Waiver.** Any waiver of a provision of this Agreement shall be effective only if it is in a writing signed by the Party entitled to enforce such term and against which such waiver is to be asserted. No delay or omission on the part of either Party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

13. **Assignment; Successors.** This Agreement may not be assigned by either Party without the written consent of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon and inure to the benefit of the Company's successors and assigns.

14. **Notices.** All notices, requests, demands, claims and other communications permitted or required to be given hereunder must be in writing and shall be deemed duly given and received (a) if personally delivered, when so delivered, (b) if mailed, three (3) business days following the date deposited in the U.S. mail, certified or registered mail, return receipt requested, (c) if sent by e-mail, once received by the recipient's e-mail server, or (d) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent:

If to the Company, addressed to:

Daktronics
Attn: Shawna Hanson, General Counsel
201 Daktronics Drive
Brookings, South Dakota 57006

If to Consultant, addressed to:

Carla Gatzke at the most recent address in the Company's records.

15. **Certain Construction Rules.** The Section headings contained in this Agreement are for convenience of reference only and shall in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. As used in this Agreement, unless otherwise provided to the contrary, (a) all references to days, months or years shall be deemed references to calendar days, months or years and (b) any reference to a “Section” shall be deemed to refer to a section of this Agreement. The words “hereof”, “herein”, and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specifically provided for herein, the term “or” shall not be deemed to be exclusive, and the term “including” shall not be deemed to limit the language preceding such term. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any Party, whether under any rule of construction or otherwise. This Agreement has been reviewed by each of the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties.

16. **Execution of Agreement.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by .pdf or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes. Electronic signature via DocuSign will also be deemed to be an original signature.

17. **Code Section 409A.** Notwithstanding anything to the contrary contained herein, this Agreement and the payments hereunder are intended to satisfy or be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and other guidance thereunder (collectively, “**Section 409A**”). Accordingly, all provisions herein, or incorporated by reference herein, shall be construed and interpreted to satisfy or be exempt from the requirements of Section 409A. Further, for purposes of Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation.

[REMAINDER OF PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Consulting Agreement, effective for all purposes as provided above.

DAKTRONICS, INC.

By: _____
Name: _____
Title: _____
Date: _____

CARLA GATZKE

By: _____
Carla Gatzke

Date: _____