

SIDEOUT COURTS LLC  
NON-DISCLOSURE AGREEMENT

\_\_\_\_\_, 202\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Re: Confidentiality Agreement

Dear: \_\_\_\_\_

You are receiving information concerning the business and affairs of Sideout Courts LLC and its subsidiaries, affiliates and related companies (collectively, the "Company") in connection with your consideration of a possible investment in Sideout Courts, Corp, or any possible subsequent investment in new ventures carried by Sideout Courts, LLC as the Company seeks to expand its activities (the "Transaction"). As a condition to furnishing such information to you, we are requiring that you agree in this letter agreement (this "Agreement"), as set forth below, to treat confidentially such information, whether written or oral, and any other information that the Company, or its employees, agents or its representatives (including attorneys and financial advisors) furnishes to you or your directors, officers, employees, agents, advisors, prospective bank or institutional lenders, affiliates or representatives of your agents or advisors (all of the foregoing collectively referred to as "your Representatives"), whether furnished before or after the date of this Agreement, and all notes, analyses, compilations, studies, data, reports, interpretations, forecasts, records or other documents, whether prepared by you or others, which contain or otherwise reflect such information (collectively, the "Confidential Information"). For the avoidance of doubt, "Confidential Information" shall include all information (whether or not specifically identified as confidential), in any form or medium, that is disclosed to you that relates, directly or indirectly, to the Company (including shall mean any information relating to the business, strategy, operations, financials, products, services, condition or prospects of the Company) or any of its investors, affiliates, officers, directors, managers or equityholders (collectively, "Affiliates"), including, without limitation: (i) internal business information (including, without limitation, trade secrets, financial information, information relating to strategic plans and practices, business, accounting, financial or marketing plans, practices or programs, training practices and programs, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and business methods); (ii) identities of, individual requirements of, specific contractual arrangements with, and information about, the Company, its customers, its Affiliates and their confidential information; (iii) industry research compiled by, or on behalf of, the Company; (iv) compilations of data (including, without limitation, the form or format of information that may comprise or include information otherwise not deemed confidential) and analyses, processes, methods, techniques, systems, formulae, research, records, reports, manuals, documentation, models, track and performance records, data and data bases relating thereto; and (v) computer software documentation, data and data bases and updates of any of the foregoing. You and your Representatives shall undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information. You agree to give us immediate written notice of any unauthorized use or disclosure of the Confidential Information and assist us in remedying such unauthorized use or disclosure. This Agreement does not grant any right or license, express or implied, to use the Confidential Information except as expressly set forth herein.

The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by you or your Representatives, (ii) was available to you on a non-confidential basis prior to its disclosure to you by the Company, its representatives or

agents, or (iii) becomes available to you on a non-confidential basis from a source other than the Company, its representatives or agents, provided that such source is not bound by a confidentiality agreement with the Company, its representatives or agents and is not otherwise prohibited from transmitting such information to you or your Representatives by a contractual, legal or fiduciary obligation. You agree to be responsible for any breach of this Agreement by any of your Representatives.

In consideration of the Company agreeing to make the Confidential Information available to you or your Representatives, you further agree as follows:

1. It is understood that you may disclose any of the Confidential Information only to those of your Representatives who require such material for the sole purpose of evaluating a Transaction (provided that such Representatives shall be informed by you of the confidential nature of the Confidential Information and agree to keep such information confidential). As a condition to the furnishing of Confidential Information to your Representatives, you shall cause your Representatives to treat such information in accordance with the provisions of this Agreement and to perform or to comply with your (and your Representatives') obligations with respect to the Confidential Information as contemplated hereby. You agree that the Confidential Information will be kept confidential by you and your Representatives and, except with the specific prior written consent of the Company or as expressly otherwise permitted by the terms hereof, will not be disclosed by you or your Representatives. You further agree that you and your Representatives will not use any of the Confidential Information for any reason or purpose other than to evaluate a possible Transaction and, in any event, not in any way that could be (directly or indirectly) detrimental to the Company. Without limiting the generality of the foregoing, you and your Representatives shall not, directly or indirectly, use the Confidential Information or knowledge that discussions and negotiations are (or may be) taking place between the Company and you or others to interfere with or seek to interfere with contractual, trade or other relations between the Company, on the one hand, and any of its customers, clients, suppliers or other business relations, on the other hand. Notwithstanding the foregoing, and without limiting any other restrictions contained herein, you shall not provide any Confidential Information or other information regarding any potential transaction with the Company to any of your actual or potential financing sources or lenders without the prior written consent of the Company (regardless of whether such person otherwise would be considered your Representative hereunder). In addition, for the avoidance of doubt, you and your Representatives shall not, without the prior written consent of the Company: (a) act as a joint bidder or co-bidder with any other person with respect to a Transaction or (b) enter into any agreement, arrangement or other understanding with any potential financing source or sources which may reasonably be expected to limit, restrict, restrain, or otherwise impair in any manner, directly or indirectly, the ability of such financing source or sources to provide financing or other assistance to any other potential party in the Transaction.

2. Without the prior written consent of the Company, you and your Representatives will not disclose to any person (including, without limitation, any other potential buyers or investors) (a) the fact that the Confidential Information has been made available to you or your Representatives or that you or your Representatives have inspected any portion of the Confidential Information, (b) the fact that any discussions or negotiations are taking place concerning a Transaction, or (c) any of the terms, conditions or other facts with respect to a Transaction including the status thereof. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity, or individual.

3. In the event that you or any of your Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena or similar process) to disclose any of the Confidential Information, it is agreed that you or such Representative, as the case may be, will provide the Company with prompt notice of such request(s) so that the Company may seek an appropriate protective order or other appropriate remedy and/or waive your or such Representative's compliance with the provisions

of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Company grants a waiver hereunder, you or such Representative may furnish that portion (and only that portion) of the Confidential Information which, based on the advice of your counsel, you are legally compelled to disclose and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

4. You agree that, without the prior written consent of the **[President]** of the Company, neither you nor those of your Representatives who are aware of the Confidential Information and/or the possibility of a Transaction will initiate or cause to be initiated or maintain any communications with any officer, agent or employee of the Company (other than its board members), or any of the Company's customers, clients, suppliers or other business relations, concerning the Company's businesses, operations, prospects or finances or the Confidential Information or a Transaction. Moreover, you further agree that the Company will arrange for appropriate contacts for due diligence purposes and that all (a) communications regarding the possible Transaction or relationship, (b) requests for additional information, (c) requests for facility tours or management meetings, and (d) discussions or questions regarding procedures, will be submitted or directed to Sideout Pickleball Club.

5. Without limiting your other obligations hereunder, you agree that, for a period of two years after the date hereof, without the prior written consent of the Company, you will not, and you will cause each of your Representatives and your and their affiliates to not, directly or indirectly, (i) induce or attempt to induce any employee of the Company to leave the employ of the Company, or in any way interfere with the relationship between the Company and any employee thereof, (ii) hire or cause to be hired any person employed by the Company at any time during such period or (iii) use the Confidential Information to divert or to attempt to divert (or solicit) any business, customer or client of the Company.

6. If you determine that you do not wish to proceed with a possible Transaction, you will promptly advise the Company of that decision. You will promptly upon the written request of the Company deliver to the Company all documents or other matter furnished by the Company (or any of its respective employees, agents or its representatives (including attorneys and financial advisors)) to you or your Representatives constituting Confidential Information, together with all copies thereof in the possession of you or your Representatives. In the event of such request, all other documents or other matter constituting Confidential Information or any analyses, compilations, studies or other documents containing or reflecting your use of the Confidential Information, in the possession of you or your Representatives will be immediately destroyed, with any such destruction and return confirmed by you in writing to the Company.

7. You further understand that neither the Company nor its agents or representatives makes any representation or warranty, express or implied, in respect of the Confidential Information. You agree that neither the Company nor its officers, directors, equityholders, owners, affiliates, agents or representatives shall have any liability to you or any of your Representatives or any other person resulting from the use of the Confidential Information by you or such representatives. Only those representations and warranties that may be made to you or affiliates in a definitive written agreement for a Transaction, when, as and if executed and subject to such limitations and restrictions as may be specified therein, shall have any legal effect, and you agree that if you determine to engage in a Transaction such determination will be based solely on the terms of such written agreement and on your own investigation, analysis and assessment of the business to be acquired.

8. The Company, its equityholders and affiliates, and you also hereby agree that no contract or agreement providing for a Transaction will be deemed to exist between you and the Company and/or the owners or equityholders of the Company unless and until a definitive written agreement has been

signed, executed and delivered by you and the Company and/or such owners or equityholders. Moreover, unless and until such a definitive written agreement is entered into, executed and delivered, none of the Company, its equityholders or affiliates or you will be under any legal obligation of any kind whatsoever with respect to a Transaction except for the matters specifically agreed to in this Agreement. Nothing contained in this Agreement shall require or obligate the Company or you to enter into a prospective business relationship and each of the Company and you may terminate such prospective business relationship at any time for any reason. The Company, its equityholders and affiliates, and you also hereby waive, in advance, any claims (including, without limitation, claims for breach of contract) in connection with a Transaction or any other transaction unless and until such a definitive, written agreement is entered into, executed and delivered. For the purposes of this paragraph, a "definitive written agreement" does not include a letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of any offer, proposal or bid.

9. You hereby agree to indemnify and hold harmless the Company from any damage, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by you or your Representatives of the Confidential Information. You also acknowledge that money damages would be incalculable and an insufficient remedy for any breach of this Agreement by you or your Representatives and that any such breach would cause the Company irreparable harm. Accordingly, you agree that in the event of any breach or threatened breach of this Agreement, the Company, in addition to any other remedies at law or in equity, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

10. The Company, its equityholders and affiliates, and you and your Representatives also hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and the Company, its equityholders and affiliates, and you and your Representatives agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice or document by U.S. registered mail to such person's address set forth herein shall be effective service of process for any action, suit or proceeding brought against such person in any such court. The Company, its equityholders and affiliates, and you and your Representatives hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Delaware or the United States of America located in the State of Delaware, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

11. The agreements set forth in this Agreement may be modified or waived only by a separate document signed by the Company and you expressly so modifying or waiving such agreements. It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware. This Agreement is not assignable by you to any person or entity without the prior written consent of the Company.

12. Your obligations under this Agreement shall terminate on the third anniversary of the date of this Agreement.

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If you are in agreement with the foregoing, please sign and return one copy of this letter, which thereupon will constitute our Agreement with respect to the subject matter hereof.

Very truly yours,

SIDEOUT COURTS, LLC

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By:

Its:

Confirmed and agreed to as of  
the date first above written:

**[NAME OF RECIPIENT OF CONFIDENTIAL INFORMATION]**

By: \_\_\_\_\_

Its: \_\_\_\_\_