

**NON-DISCLOSURE AGREEMENT
HEARTLAND SPORTS TURF LLC**

1. **Non-Disclosure.** In the course and scope of your business relations with Heartland Sports Turf LLC (the “Company”), the Company may disclose to you confidential and proprietary information, including but not limited to, information related to its current business prospects, data, competitive and non-competitive bids and project proposals, processes, systems, and development plans (the “Confidential Information”). By undertaking business relations, of whatever nature, with the Company you are agreeing to maintain the confidentiality of all Confidential Information shared with you by the Company, and by signing below, you hereby agree to, at all times, both during and after your business relations with the Company, that you will hold all of the Company’s Confidential Information in strict confidence and to safeguard all such Confidential Information. You agree to not directly or indirectly disclose the Confidential Information to any third person or entity. Notwithstanding anything in this Agreement to the contrary, you understand that you may disclose the Confidential Information to the extent required by applicable laws or governmental regulations or judicial or regulatory process, provided that you give the Company prompt notice of any and all such requests for disclosure so that the Company has ample opportunity to take all necessary or desired action to avoid disclosure.

2. **Unfair Competition.** You acknowledge that the Company has a compelling business interest in preventing unfair competition stemming from the intentional or inadvertent use or disclosure of the Confidential Information.

3. **Injunctive Relief; Attorneys’ Fees.** It is agreed that if you violate the terms of this Agreement, irreparable harm will occur and money damages will be insufficient to compensate the Company. Therefore, the Company will be entitled to seek injunctive relief (including, without limitation, temporary and permanent injunctions, a decree for specific performance, and an equitable accounting of earnings, profits, and other benefits arising from such violation), in any court having jurisdiction over such claim, to enforce the terms of this Agreement. You agree that any request for such injunctive relief by the Company shall be in addition to, and without prejudice to, any claim for monetary damages that the Company may elect to assert. You also agree that in the event the Company must pursue legal action to enforce the terms of this Agreement and is successful in so doing, you will be responsible for the payment of the Company’s legal fees and costs (including attorneys’ fees) incurred in the enforcement of this Agreement.

4. **Defend Trade Secrets Act.** In accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret belonging to the Company that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose trade secrets of the Company to your attorney and use the trade secret information in the court proceeding, if you (i) file any document containing the trade secrets under seal; and (ii) do not disclose the trade secrets, except pursuant to court

order.

5. **Non-Waiver; Entire Agreement.** Any waiver by the Company of your breach of any term, condition, or provision of this Agreement shall not operate or be construed as a waiver of the Company's rights upon any subsequent breach. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement.

6. **Applicable Law.** This Agreement shall be governed by the laws of the State of Oklahoma.

By signing below, you affirm that you have had an adequate opportunity to consider and discuss this Agreement with your legal counsel.

AGREED AND ACCEPTED BY:

[Company Name]

Heartland Sports Turf LLC

By: [Name]

Title:

Date:_____

By: Jason McMahan

Title: Member

Date:_____