



**CONFIDENTIAL DISCLOSURE AGREEMENT**  
**FOR COACHES ONLY**

This agreement is made to be effective the day of \_\_\_\_\_, 2011 by and between Marvin Harvey and Coach \_\_\_\_\_ (herein referred to as "Interested Party").

**WHEREAS**, Marvin Harvey has conceived of a program related generally to a multi-use basketball instructional development program and training materials and seeks to develop the program as Harvey's "Shooters Touch" Academy (herein referred to as "Director"), which is proprietary in nature.

**WHEREAS**, Interested Party is interested in consulting/listening-in-on and/or participating in programs having profit-making potential; and

**WHEREAS**, Marvin Harvey is willing to disclose information, as defined below, about the Program in confidence to Interested Party and Interested Party Individually and on behalf of all of its subsidiaries, affiliates, shareholders, directors, officers, employees, contractors, representatives, and agents, their respective successors, is willing to review the information for the limited purpose stated herein and subject to the terms and conditions hereof;

**NOW, THEREFORE**, or good consideration, the parties hereto agree to the following:

- 1) Interested Party shall hold in confidence and not disclose to third parties without the express written consent of Director any information, masters, samples, copies, prototypes, illustrations, reports, analyses, marketing studies, or data in written, oral or visual form (hereinafter referred to as "Information") disclosed to it by Director related to Program. In all forms, such information shall be identified as "Proprietary." Any disclosure and or use of the Information shall be on a confidential and actual need to know basis.
- 2) Interested party shall review such information for the sole purpose of determining its ability and willingness to consult on Program and shall make no further use of information supplied by Director in any manner.
- 3) Interested Party shall return all information and any copies made thereof to Director upon request of Director.
- 4) Interested Party's obligation regarding nondisclosure herein shall terminate five (5) years from the date hereof; however, such obligations shall terminate if:

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- a) The information was known and of record to Interested Party before the disclosure thereof by Director;
- b) The information is in or enters the public domain through no fault of Interested Party;
- 5) In the event, Interested Party breaches this agreement; Director shall be entitled to recover from Interested Party any and all damages flowing from such breach.
- 6) This agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior agreements.

The parties indicate their agreement to the terms hereof by the signatures of their authorized representatives below.

**AS TO DIRECTOR:**

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



Title: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

**AS TO INTERESTED PARTY:**

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

-  
\_\_\_\_\_

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Title: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

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