

AGREEMENT REGARDING PRODUCTION OF THE SAMURAI GAME®

This Agreement is entered into by Emily Fraim and other trustees of the Leonard Family Trust (such trustees referred to herein as “The Trust”), owner of The Samurai Game® www.SamuraiGame.org (herein referred to as “Game”) a copyrighted and trademarked creation of George Leonard and by you _____, in order to set forth our mutual understanding of the terms and conditions under which The Trust grants you permission to produce the Game, a psychologically intense simulation process that George Leonard created in 1977. You and The Trust hereby agree as follows:

1. You may produce the Game in the spirit that The Trust has demonstrated to you, through The Trust’s Training & Certification Representative during your certification process, for a term of FIVE (5) years. The Trust’s Representative (hereafter referred to as “Representative”) is someone The Trust has authorized, or that George and/or Annie Leonard authorized, to train and certify individuals to produce the Game. This five-year term is defined as your “Certification Period”. It will end on the last day of the calendar month following the effective date of this Agreement, unless this Agreement is terminated sooner by your death or by the terms of Paragraphs 12 or 13 below. The Trust retains the right to certify other individuals to produce the Game at any locations those individuals select regardless of the distance from or vicinity of the location where you produce the Game.
 - a. There is no limit to the maximum number of times you may produce the Game during your Certification Period.
 - b. At the end of your Certification Period, you will have two options. The first option is to renew your Certification and enter into a new Agreement Regarding Production of The Samurai Game®. You acknowledge that If you exercise this option, the new Agreement’s terms and conditions applicable at that time may be different from those contained herein. The second option is to end your Certification in accordance with the terms of Paragraph 14, below.
 - c. The number of Games you produce during your Certification Period, WILL IMPACT the requirements and costs for renewing your Certification in the future, as follows:
 - i. If you PRODUCE the Game at least five (5) times over the course of your Certification Period, then you will pay a “Renewal Fee” to the Trust in an amount equal to 20% of the current “Certification Fee” being required of newly certified facilitators at the time of your renewal. For example, if the “Certification Fee” for newly certified facilitators when you renew is US\$500, then your “Renewal Fee” will be US\$100.

- ii. If you DO NOT PRODUCE the Game at least five (5) times over the course of your Certification Period, then in accordance with Paragraph 4 below, you will be required to complete additional training or refresher programs available at that time in order for you to renew your certification and continue to produce the Game.

2. You agree to credit George Leonard as the creator of the Game in any and all write-ups you distribute prior to each production of the Game, and in any and all web pages, electronic or other media you use to promote the Game, and you agree to verbally credit George Leonard similarly to your audience/participants during each production of the Game. You further agree to notify your participants that the Game, as intellectual property, is owned by The Trust and is copyrighted and trademarked, and cannot be conducted without a certified Game facilitator present, and that copyrights apply to any and all variations, modifications or adaptations of the Game.
 - a. The Trust acknowledges that in certain regions and countries it may be culturally unadvisable to refer to the Game with Japanese terms (samurai, ninja, daimyo, etc.). The Trust maintains a list of authorized names and terms for the Game that you may use where you deem advisable. Any other alternatives are subject to prior written consent of the Trust. Should you use an alternative name, e.g. "Warrior Game", etc., you will advise participants that copyrights and intellectual property restrictions still apply. You will advise The Trust's Representative each and every time you use an alternative name.
 - b. You will ensure that the term "Samurai Game" used by you and your clients in print and/electronic media is marked with the ® symbol indicating that the Game's name is a trademark registered with the US Trademark Office, and covered by international trademark and copyright agreements. You will further ensure that each participant of the Games you produce receives a written notice regarding ownership and intellectual property rights of The Samurai Game®. The language to be included in this written notice is contained in Addendum A, "Ownership Notification – Participants."
 - c. Any marketing, promotion, advertising and informational materials you create for the Game (including print, electronic, social media, etc.), will include the wording contained in Addendum B, "Ownership Notification – Promotion."
 - d. If you find it necessary to use an alternative name for the Game in order to adjust for cultural/country sensitivities you will so mark that alternative name with the symbol ™, with the intent that the ™ symbol protects the alternative name covering the Game for that use, protecting the Game and The Trust.

3. You agree to pay The Trust continuing royalties in the amount of fifteen percent (15%) of the gross income you receive each time you produce the Game pro rated to reflect only the percentage of the entire workshop (seminar, retreat, or program) during which the Game is produced. As used in this Agreement, “gross income” means all fees, charges, revenues, income, and other consideration received or receivable, whether from cash or credit, from any forum in which you produce the Game. The “time the Game is produced” includes the warm-up exercises aimed at the Game, the explanation of the rules to the participants of the Game, the battle, and all of the feedback and/or debrief sessions following or inspired by the Game. For example, if the total workshop time is sixty (60) hours and “the time the Game is produced” is six (6) hours (which is ten percent of the total workshop time), then the royalty payment will be 15 percent of 10 percent (or 1.5%) of the total gross income.
 - a. You cannot produce the Game by itself for free nor can you produce a workshop for free in which you produce the Game unless you have received prior written authorization from The Trust’s training Representative to do so.
 - b. Unless you receive specific written permission from The Trust’s Representative to the contrary, your royalty payments shall be made to “The Leonard Family Trust”, within thirty (30) days following the day the Game is produced. If payment is delinquent, it shall bear interest at the rate of six (6) percent per year from thirty days after the date such payment was or would have been due until paid.
 - c. The Trust expressly disclaims the making of, and you acknowledge that you have not received or relied upon, any guaranty, express or implied, as to the revenues, profits or success you will have in producing the Game.
4. You acknowledge, understand and agree to the following.
 - a. You will perform your obligations under this Agreement faithfully and honestly. You will continuously exert your best effort to produce the Game in the spirit that has been discussed with you by The Trust’s Representative and which the Representative demonstrated to you during the training and certification process.
 - b. You will complete any additional training or refresher programs that The Trust and/or its Representative may reasonably require you to take during the term of this Agreement, or the end of the term should you desire to re-certify in order to continue your ability to facilitate the Game.
 - c. The Trust retains the right to ensure that the Game is being produced in accordance with the quality standards and spirit of the Game as

discussed with you and demonstrated to you during the training and certification. Accordingly, you agree to allow the Trust's Representative to attend and observe any Samurai Game® you produce, subject to mutual agreement of the parties and reasonable advance notice of at least 30 days. The Trust and its Representative understand the sometimes confidential and sensitive nature of the business relationship you may have with organizational clients and will strive to respect this relationship in its requests to observe and attend the Game.

- d. If you are required to attend a refresher program before being allowed to renew your Certification, you must pay all of your own expenses including the cost of the refresher or training program, travel, and room and board incurred in connection with all training and refresher program(s). The Trust's Representative will be available for personal and/or telephone consultation free of charge to you at any mutually agreeable time to discuss your production of the Game. Should you request extensive consulting work from the Representative then you understand that the Representative may charge you a consulting fee at a rate determined by him/her.
 - e. You will notify The Trust's Representative in advance in writing electronically, each time you facilitate the Game. The Trust's Representative will determine the means of this electronic notification. Your notification will advise The Trust about whom the Game is being produced for, e.g. a public workshop of your own, a program for a training company for whom you are acting as a subcontractor or employee, a corporate program conducted for an organization, an academic program conducted for a school/university, etc., and the location of the Game to be produced.
 - f. It is your responsibility to accurately and in a timely manner report to The Trust's Representative all Games that you produce and/or facilitate.
 - g. You will immediately notify The Trust's Representative in writing if you become aware of an individual or organization conducting the Game without authorization and/or without a certified Game facilitator present to conduct it.
5. George Leonard developed certain confidential and proprietary information (collectively, "Confidential Information") that is used and imparted to individuals such as yourself when trained to produce the Game. This Confidential Information includes but is not limited to the methods, training materials, techniques, procedures, information, and expertise used in certifying individuals to produce the Game. The Trust's Representative will disclose much of the Confidential Information to you by providing training,

guidance and assistance to you, both during and after the certification process.

You agree that your relationship with The Trust or The Trust's Representative does not vest in you any interest in the Confidential Information other than the right to use it to produce the Game and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, that it includes trade secrets belonging to The Trust that The Trust has disclosed it to you or authorized it for your use solely on the condition that you agree, and you therefore do agree, that:

- a. you will not use the Confidential Information in any other business or capacity other than the production of the Game;
 - b. you will maintain absolute confidentiality of the Confidential Information during and after the term of this Agreement.
6. This Agreement does not create a fiduciary relationship between you and The Trust, and no fiduciary relationship will exist between you and The Trust. You are an independent contractor, and nothing in this Agreement is intended to make either you or The Trust a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever.
 7. The Trust and/or its Representative will not be obligated for any damages to any person or property directly or indirectly arising out of your production of the Game pursuant to this Agreement, whether or not caused by your negligent or willful action or failure to act. Similarly, The Trust and/or its Representative is not responsible for nor will it be liable for any promotion, sales, service, use, excise, income, gross receipts, property, payroll or other taxes levied against you or your assets or against The Trust in connection with the production of the Game or any payments you make to The Trust pursuant to this Agreement or any other agreement.
 8. You will indemnify, defend, and hold The Trust, its agents, its trainers, its Representative(s), heirs and assignees (here after referred to as "Indemnified Parties") harmless against and reimburse the Indemnified Parties for all losses, liabilities, obligations, and damages arising out of your production of the Game for which any of the Indemnified Parties may be held liable and for all costs and reasonable attorney's fees any of the Indemnified Parties reasonably incurs in the defense of any such claim brought against any of the Indemnified Parties or in any such claim in which any of the Indemnified parties is named as a party. The Indemnified Parties have the right to defend any such claim against them and may settle any such claim with respect to them only, with no obligation to you. Your indemnification obligations will continue in full force after, and survive any, expiration or termination of this Agreement.

9. You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that The Trust has entered into this Agreement in reliance on your character, skill, attitude, and aptitude. Therefore, neither this Agreement or any interest in it may be transferred to any other individual without The Trust's prior written approval, and any such transfer or attempted transfer without The Trust's prior written approval constitutes a breach of this Agreement and will not convey any rights to, or interests in, this Agreement and will be void.
10. The Trust has the unrestricted right to assign all of its rights and delegate all of its duties under this Agreement.
11. You certify that you have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or which will impair, impede or conflict with your production of the Game.
12. You may terminate this Agreement at any time by giving The Trust thirty (30) days' written notice of such termination not less than 30 days prior to the date of termination.
13. The Trust may terminate this Agreement in accordance with the following provisions:
 - a. The Trust may terminate this Agreement effective thirty (30) days after written notice of termination to you on the occurrence of any of the following events and your failure to cure within such time period:
 - (1). you fail to make any payment of royalties owed to The Trust when due;
 - (2). you fail to notify in a timely manner the Trust's Representative about Games you are producing or facilitating;
 - (3). you fail to credit George Leonard as the creator of the Game and/or acknowledge ownership of the Game by The Trust, and/or acknowledge the Game's copyright and trademark status in any write-ups you distribute prior to each production of the Game, in your print and electronic promotionals, and verbally during each production of the Game;
 - (4). you fail to use the highest standards of fair dealing, ethical conduct, integrity and honesty in producing the Game;
 - (5). you deliver the Game in a way that is physically or emotionally unsafe for participants, and/or that in a way demeans or humiliates participants, or if you allow the Game to be used by an organization as an employee or staff assessment tool for employment, advancement or pay purposes;

(6). you deliver the Game in such a way that offends the cultural or religious norms of the people you are delivering it to.

(7). you fail to clearly and distinctly offer participants the option to decline participation in the Game at least three times during the introduction of Game rules to Game participants, prior to the start of the Game;

(8). you fail to complete to The Trust's training Representative reasonable satisfaction any training or refresher programs that The Trust may reasonably require you to take.

b. The Trust may terminate this Agreement immediately on written notice to you, without any right to cure, if:

(1). You fail to pay the Certification Fee within 15 business days of the effective date of this Agreement;

(2). You make any unauthorized use, duplication or disclosure of any Confidential Information;

(3). You transfer a portion or all of this Agreement to another individual or entity without obtaining The Trust's prior written consent;

(4). You allow an individual not certified to conduct the Game to act as a Game facilitator on your behalf and/or at a program delivered under your or your organization's authority without you being present at that Game to co-facilitate and oversee the facilitation;

(5). You represent yourself to another individual or to an organization as a Representative of The Trust for the purpose of training and/or certifying others to conduct the Game;

(6). You fail to notify The Trust of the activity of any individual (or organization) that you find to be illegally producing the Game, or producing it without an authorized facilitator present.

(7). you deliver the Game in such a way that violates the laws of the state, province or country in which you are conducting it;

14. Effective on Termination. On the expiration or termination of this Agreement, you must do the following:

- a. You must immediately cease producing the Game. You acknowledge and agree that you are solely responsible for any and all damages that may arise from ceasing to provide services under this Agreement including, without limitation, cancellation of Games scheduled after the expiration or termination of the Agreement.
 - b. Promptly (i) discontinue all use of the Confidential Information; (ii) return to the Trust all material furnished by the Trust that contains the Confidential Information; (iii) erase or destroy any Confidential Information contained in computer memory or data storage apparatus; (iv) remove the Confidential Information from any software, data compilation, or document that incorporates or uses the Confidential Information in whole or in part; and (v) certify in writing to the Trust that you have taken all actions described in the foregoing Subparagraphs (i) through (iv), inclusive.
 - c. You must immediately cease using any of the Trust's trademarks or service marks and cease identifying yourself as a person who is authorized or certified to produce the Game. You must use your best efforts to immediately remove or eliminate all advertising and marketing materials that include one or more of the Trust's trademarks or service marks or that identify you as a person who is authorized or certified to produce the Game.
 - d. You must immediately pay all money due to the Trust including, without limitation, accrued royalties.
15. The Trust shall deliver any written notice that is required by this Agreement by personally delivering it to you or by mailing it to you by registered or certified mail, postage fully prepaid, return receipt requested, addressed to you at the address you so indicate below adjacent to your signature, or to you at any changed address as you may from time to time designate. The Trust may, at its discretion, provide advance copy of written notification to you by electronic mail.

You shall deliver any written notice that is required by this Agreement by mailing it to The Trust's Representative by registered or certified mail, postage fully prepaid, return receipt requested. You may, at your discretion, provide copy of written notification to The Trust's Representative by electronic mail. You will send copy of your notification by registered or certified mail addressed to The Leonard Family Trust, c/o Emily Fraim at 6140 E. Calle Tuberia, Scottsdale, Arizona 85251, USA, or to The Trust at any changed address as The Trust may from time to time designate.

All written notices required under this Agreement shall be deemed to be delivered at the time delivered by hand or four (4) business days after placement in the United States mail, sent registered or certified mail, postage fully prepaid, return receipt requested. The Trust's Representative, upon

receipt of electronic mail copy of your notification, will acknowledge receipt of that notification by email back to you with copy to The Trust, c/o Emily Fraim.

16. This Agreement constitutes the entire Agreement between you and The Trust pertaining to the subject matter contained in it, and it supercedes all prior and contemporaneous agreements, representations, and understanding between you and either George Leonard or Annie Styron Leonard. No supplement, modification, or amendment of this agreement shall be binding unless you and The Trust's Representative both sign it in writing. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
17. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, USA, as applied to contracts that are executed and performed entirely in California.
18. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all others provisions of this agreement be construed to remain fully valid, enforceable, and binding upon the parties.
19. You and The Trust expressly understand and agree that we have entered into this Agreement freely and voluntarily and that neither of us has made any representations or promises of any kind other than as contained in this Agreement to induce the other party to enter into this Agreement.
20. Except for the right to pursue injunctive relief, any dispute arising between you and The Trust with respect to the matters set forth in this Agreement shall be resolved by arbitration conducted in Sonoma County, California.

Prior to either you or the Trust initiating an arbitration proceeding, the parties must participate in a mediation session with a mutually agreeable third party neutral. The authority of the mediator shall be limited to solely facilitating settlement discussions between the parties. If a party requests a mediation session and the other party fails to participate within twenty (20) days of such a request, the requesting party may, in its sole discretion, immediately initiate an arbitration proceeding. A request for mediation must be delivered in a manner that provides the other party with notice of the request but does not need to comply with the formal notice provision of this Agreement.

If either you or The Trust wishes to begin an arbitration, one of us shall serve written notice to such effect on the other of us and, within forty-five (45) days thereafter, we shall mutually select a single arbitrator to conduct such arbitration from among a list of retired federal and state trial court judges eligible to serve in such capacity furnished to us by the Judicial Arbitration

and Mediation Service, or if it is unable or unwilling to do so within twenty (20) days of written request, then by the American Arbitration Association.

If you and The Trust are unable to select an arbitrator or arbitrators by mutual agreement within such forty-five (45) day period, the arbitrator(s) shall be selected by the Judicial Arbitration and Mediation Service, or if it is unable or unwilling to do so within twenty (20) days of written request, then by the American Arbitration Association in accordance with its procedures. In conducting the arbitration, the arbitrator(s) shall apply the Commercial Arbitration Rules of the American Arbitration Association as modified by any other instructions that you and The Trust may agree upon at the time, except that each of us shall have the right to conduct discovery in any manner and to any extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. Costs and expenses, including reasonable attorney's fees incurred with respect to the arbitration, shall be borne by the losing party, unless otherwise determined by the arbitrator(s) based on a showing of good cause to vary from the usual rule expressed in this sentence. A judgment upon the award may be entered in any court having jurisdiction on the parties.

Notwithstanding the obligation to participate in mediation and arbitration, for any dispute arising from your failure to pay any royalty, fee or other money due to the Trust, the Trust retains the right to immediately file an action in any Court of competent jurisdiction.

21. The failure of either you or The Trust to enforce, at any time, or for any period of time, the provisions of this Agreement shall not be construed as a waiver of such provision and shall not affect in any way that party's right later to enforce such provision.

Executed at (location) _____ on (date) _____

Signed: _____
Print your name and address here →

Grayson James, The Samurai Game® Training and Certification Representative
Serving The Leonard Family Trust

DATE: _____

Lance M. Giroux, The Samurai Game® Administrator and
Training and Certification Representative
Serving The Leonard Family Trust

DATE: _____

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ADDENDUM A
Ownership Notice – Participants

The Samurai Game®

Script by George Leonard (1977) is provided by Samurai Game Associates, LLC, Training & Certification Representatives of The Leonard Family Trust, Owner

**PRODUCTION OF THE SAMURAI GAME® IS AUTHORIZED BY THE
LEONARD FAMILY TRUST ONLY IF CONDUCTED
BY CERTIFIED FACILITATORS**

A current listing of certified Facilitators of The Samurai Game® is available at www.SamuraiGame.org

Format, flow, activities, characters, character staging, script lines are fixed in form in writing and recording, and constitute Intellectual Property copyrighted in 1977 by George Leonard.
US Copyright # TXu 1-626-797
International Copyright Secured. All Rights Reserved

All productions of The Samurai Game®, including those delivered as adaptations, or with title changes, or character name changes, and all derivatives are covered by copyright and require pre-production written approval from Samurai Game Associates, LLC.

The trade name “The Samurai Game” is ® a Registered Trademark
US Trademark Registration #2,630,801

For further information, visit www.samuraigame.org

ADDENDUM B
Ownership Notice – Promotion

THIS SEMINAR/WORKSHOP PROGRAM CONTAINS
THE SAMURAI GAME®
A Copyrighted Simulation Owned By The Leonard Family Trust
© 1977 George Leonard

TXu 1-626-797
International Copyright Secured. All Rights Reserved
The trade name “The Samurai Game” holds
US Trademark Registration #2,630,801

www.SamuraiGame.org