

LICENSE & CONFIDENTIALITY / TRADE SECRET AGREEMENT

Armando Lucero — Sleight of Hand Workshop (Pasteboard Devices)

1. Parties

This Agreement is entered into regarding the licensing of card sleight of hand pamphlets (“the workbooks”) that Armando Lucero has written and will distribute at a private workshop held for qualified magicians. It also relates to the licensing of the information taught in the workbooks and in the workshop.

The parties (“Parties”) to this Agreement, entered into in Los Angeles, California, are:

a) Armando Lucero (the “Company”), a sole proprietor doing business in Los Angeles County, California.

b) Participant (Licensee)

Last Name: _____

Full Name: _____

2. License of the Materials

In return for a fee of \$ _____ USD, the Company grants you a non-exclusive, royalty-free license to attend a workshop and/or use the workbooks provided at the workshop to study and learn certain sleight of hand techniques and choreographies that Lucero has created.

The Company provides the workbooks to better ensure that participants can learn and retain the techniques taught. As further discussed below, your license excludes the right to display, rent, duplicate, lend, or sell the workbooks, and it further excludes the right to disclose or expose any information about the techniques taught in the workbooks or in the workshop.

Your license also excludes the right to perform the subject techniques or choreographies on television, film, or video—whether for general audiences or magicians. Lucero retains all such rights.

This license lasts for the rest of your natural life, subject to your compliance with this Agreement. You may not transfer the license to a third party under any circumstances, and it expires upon your death (at which point your executor must destroy the workbooks).

This Agreement is binding on you and your heirs, administrators, representatives, executors, trustees, successors, and assigns, and will inure to the benefit of the Company and its successors, assigns, representatives, administrators, and heirs.

3. Ownership of Information

You agree that the workbooks and the information taught therein (and in the workshop) are the exclusive property of the Company.

You (including any assistant, employee, agent, officer, or representative) will not use or permit others to use, copy, duplicate, or replicate the workbooks or any related information unless expressly permitted by this Agreement.

4. Trade Secrets, Confidential Information, and Injunctive Relief

You recognize that the value of the workshop and its workbooks lies in the secrecy of the sleight of hand techniques and choreographies taught.

You agree that these techniques and choreographies—and their uses—are trade secrets not generally known (if at all) to magicians and non-magicians. These secrets are important to preserving their inherent value and to maintaining the Company's competitive advantage.

For these reasons, you agree to preserve the confidentiality of all trade secrets and commercially useful confidential information learned from the workbooks, the workshop, and any future related materials.

You agree to use such information solely for the performance of magic.

You must safeguard against disclosure of all such information. This includes refraining from discussing techniques:

- In internet discussion groups
- At magic club meetings
- With non-licensees

Limited Exception:

You may disclose techniques to individuals with a legitimate “need to know” (such as assistants, theatrical directors, television directors, or cameramen), provided they sign a confidentiality agreement in advance, which Lucero will provide upon at least fourteen (14) days written notice.

A copy of such agreement must be provided to the Company once executed.

You agree that the workbooks and techniques constitute trade secrets under California Civil Code Section 3426.1(d).

You further agree that breach of this Agreement would cause irreparable harm and that the Company may seek injunctive relief without the posting of a bond, as well as damages.

You acknowledge that actual damages would be difficult to calculate, and that a reasonable estimate of damages is \$50,000.

5. Consequences of Violation of Agreement

If any party violates this Agreement—including disclosure or misappropriation of confidential or trade secret information—such party will be liable for all costs, including reasonable attorneys' fees, incurred by the aggrieved party.

Attorney fees include, without limitation, fees incurred in connection with post-judgment motions, contempt proceedings, garnishment, levy and debtor examinations, discovery, and bankruptcy litigation.

Costs include all reasonable expenses incurred in conjunction with legal proceedings, including but not limited to travel, photocopying, communications, and related administrative expenses.

A breach constitutes a material violation of this Agreement and will result in:

- Immediate termination of the license
- Required return of all materials
- Loss of all rights to use the techniques and choreographies

Failure to return such materials may result in legal action to recover possession, including all available remedies.

You acknowledge that this is a commercial transaction relating to a business or profession.

6. No Gambling Use and Indemnification

You agree to use the techniques for entertainment purposes only.

You agree not to use them for gambling, gaming, or unlawful purposes.

You agree to indemnify, defend, and hold harmless the Company and its representatives from any liability, loss, cost, or expense arising from your use of the material.

7. Integrated Complete Agreement

This Agreement constitutes the entire understanding between you and the Company and supersedes all prior agreements.

It may only be modified in writing signed by both parties.

8. Venue and Governing Law

This Agreement shall be governed by the laws of the State of California.

All legal proceedings shall take place in Los Angeles County.

9. Waiver

No waiver of any provision shall be valid unless in writing.

Failure to enforce any provision does not waive future enforcement.

10. No Warranty

The workbooks are provided “as is.”

No warranties are made, express or implied, including but not limited to merchantability, fitness for a particular purpose, or performance results.

11. Limitation of Liability

The Company shall not be liable for:

- Lost profits
- Damage to reputation
- Business interruption
- Indirect or consequential damages

You acknowledge the risks associated with performing in environments such as casinos and assume all responsibility.

Maximum liability shall not exceed the amount paid for the license.

12. General Provisions

- This Agreement binds successors and assigns
- Invalid provisions do not affect the remainder
- Headings are for convenience only
- You acknowledge opportunity for legal review

13. Conditions of Execution

Each party acknowledges that execution of this Agreement is voluntary.

14. No Representation

You acknowledge that you are not relying on any representations not contained within this Agreement.

Signatures

Company

Armando Lucero

Signature: _____

Date: _____

Licensee

Signature: _____

Print Name: _____

Date: _____

Contact Information

Address: _____

Email: _____

Phone: _____