

Exhibit C

Erotic Blueprint Coach Certification Licensing Agreement

Erotic Blueprint Coach Certification

Code of Professional Conduct and Ethics

V. 1.4 – 07-07-2017

Introduction

The code of professional conduct and ethical behavior for the Certified Erotic Blueprint Coach (hereinafter referred to as the “Code”) is the set of standards by which coach who has been certified under the Erotic Blueprint Coach Certification course (hereinafter referred to as “Blueprint Coach” or “BC”) is expected to comport themselves in their professional representations of themselves as a BC. These codes of conduct as set forth are not exhaustive. The fact that a given conduct is not specifically addressed by the Code does not mean that it is necessarily either ethical or unethical or that it necessarily complies with the rules and expectations of the Erotic Blueprint or the ability to use the licenses granted under the Erotic Blueprint Breakthrough Coach Certification Licensing Agreement.

A BC working in an official capacity as a coach, teacher, assistant, or organizer commits said individual to adhere to this Ethics Code and the rules and procedures used to implement it. This Ethics Code applies to all BCs’ work-related professional activities including Erotic Blueprint client coaching, individual or group work, teaching, training, assisting, supervision, consulting, and organizing. These work-related activities can be distinguished from the BCs private conduct, which is not within the scope of this Code. The Ethics Code is intended to provide standards of professional conduct that can be applied by the BC and the Erotic Blueprint Coach Certifying Body (EBCCB) .

In the process of making decisions regarding their professional behavior, BCs must consider this Code, in addition to laws and licensing boards’ regulations. When the Code establishes a higher standard than codes of law, BCs must meet the higher ethical standard. If the Code’s standards appear to conflict with requirement of law, BCs make known their commitment to the Code and take steps to resolve the conflict in a responsible manner.

The procedures for filing, investigating, and resolving complaints of unethical behavior are described in the **EBCCB Ethical Grievance Process** which is available from the EBCCB. The actions the EBCCB may take for violation of the Ethics Code include, but are not limited to such actions as reprimand, censure, and termination of certification by EBCCB, severability and indemnification, pursuit of damages, injunctions, equitable relief and attorneys fees.

Preamble

Erotic Blueprint Coaching is a unique, copyrighted and trademarked approach to guiding people to a healthier, more satisfying and integrated relationship to their own sexuality, whether single or in partnership. Erotic Blueprint work provides a language for communicating about sex, sexual desire, intimacy, connection and sexual wellness.

BCs may perform in various roles such as teacher, trainer, coach, assistant, organizer, consultant, and supervisor.

This code is intended to provide both the general principles and the rules covering most situations encountered by BCs. It has as its primary goal the welfare and protection of the individuals and groups with whom BCs work. It is the individual responsibility of each BC to aspire to the highest possible standards of conduct. BCs shall respect and protect human, civil and sexual rights, and shall not knowingly participate in or condone harassment, unwanted sexual contact or advances, and/or unfair discriminatory practices. The development of a dynamic set of ethical standards for BCs work-related conduct requires a personal commitment to a lifelong effort to act ethically; to encourage ethical behavior by students, supervisees, employees, and colleagues, as appropriate; and to consult with others as needed concerning ethical

problems. Each BC supplements, but does not violate, the Ethics Code's values and rules on the basis of guidance drawn from personal values, culture, context, and experience.

Duties and Obligations Towards Your Students

1. BCs will be professional in attitude and conduct, responsible in relations with clients and students, reliable in agreements and timely in appointment schedules.
2. BCs will introduce prospective students to the techniques of the Erotic Blueprint Breakthrough Course and Core Erotic Blueprints and BCs agree to give each student a copy of the Erotic Blueprint Consent Guidelines (to be supplied), which shall set forth a range of options from which a student can actively and in writing elect to serve their own education..
3. BCs recognize the importance of consent and choice in all sexuality education with groups and individuals. BCs shall include in their training of their students, education about consent and choice provided by Erotic Blueprint and actively create learning environments where students are empowered to exercise these skills.
4. BCs are not trained nor granted the use of physical touch with their clients in their context as BCs.
5. Regarding Sexual Contact and/or Conduct with Students:
 - a. BCs hereby acknowledge the importance of maintaining appropriate boundaries.
 - b. BCs shall be conscious conscious and make their students conscious that while we share authentic intimacy, Erotic Blueprint Coaching sessions will neither fulfill BCs, nor their students' desire for sexual connection.
 - c. In group or individual sessions BCs shall remain clothed. BCs shall request that students bring their partners when they wish to learn interpersonal erotic skills or invite them to share and learn with another partner when appropriate, full consent for any action done between BCs and their students or between students must be affirmatively granted and no promise of remuneration, or compensation for that consensual interaction may be made or enacted.
 - d. BCs understand the inherent power BCs may hold in their role of teacher and will not use this power for sexual exploitation of students.
 - e. BCs will not engage in a personal "romantic" or "sexual" relationship with a client during the term of the coaching/client relationship except under the following conditions:
 1. If there is intent to engage in a "romantic" or "sexual" relationship as desired by both parties with consent and without coercion, there is a required cooling off period of 90 days, where the coach/client relationship has been formally terminated in writing;
 2. There will be no contact between the affected parties for 90 days from the date of such writing;
 3. The intent to engage in said relationship must be revealed to the Certifying body of EBCCP; and
 4. A provided script must be delivered to the client/student by the Coach, so that the terms of the cooling off period are clear
6. BCs acknowledge the importance of physical, emotional and spiritual well-being. Protecting the health of both student and professional, BCs recognize the need for risk-reduction and professional protocol in all individual and group educational scenarios. BCs shall take steps to minimize any physical or emotional harm, in active collaboration with all students.
7. BCs will refrain from providing training sessions and/or presenting any instructional material while either the BC or the client/student is under the influence of alcohol or illegal drugs.
8. BCs will consider the limits of their skills and experience before accepting requests for or providing educational or instructional services to potential students. Further, BCs will refuse professional work for which they are insufficiently prepared.
9. BCs will seek the advice of colleagues or supervisors as a routine part of their practice or training. In consultations, confidential information that reasonably could lead to the identification of the student shall not be shared without prior written consent of the student.
10. BCs will terminate professional services to and relationships with students when such services are no longer required or no longer serve the needs and interests of the students.
11. BCs may unilaterally terminate services, on just and reasonable grounds after careful consideration of all situational factors and any possible adverse effects. BCs are responsible to make appropriate referrals and to provide support to students during this transition.

Duties and Obligations Regarding the Preservation of Confidentiality

12. BCs will respect, defend, and preserve the privacy of all information gained during instructional sessions.
13. BCs will release professional obligations for confidentiality only by written authorization from their students, statutory requirement or court order; a general, nonspecific, or verbal authorization is not sufficient.

14. BCs will preserve the anonymity of students when using information for purposes of teaching, research, and supervision. The sharing of confidential information of students enrolled in Jaiya, Inc. membership groups such as Erotic Freedom Club™ should be respected and maintained, even if the student has shared details openly or publicly inside one of the Membership groups. Sharing from the BC must have written consent from the client.
15. BCs will require all persons attending classes or private tutoring sessions reach written or spoken agreement that respects and maintains the confidentiality of information shared during such sessions.
16. BCs will maintain appropriate professional records of all Client Coaching sessions.
17. BCs will obtain informed, written permission from students before taping, filming, or recording in any manner, any session, explaining the intended use of the tape, video or other recording and the limits of confidentiality. Such permission is required with respect to, without limitation, interactions with a client/student, one-on-one session work, group coaching, seminar and/or retreat presentations, and other training related functions.

Duties and Obligations Towards the Profession

18. BCs are co-creating the profession of Erotic Blueprint Coaching, which intends to fill the public need for deeper awareness around personal sexuality, expression and satisfaction. Any public representation by a BC of the Erotic Blueprint Coaching profession shall be respectful, in congruence with this Code and shall have the intention of furthering the profession.
19. BCs will represent with honesty and accuracy the scope of their training, qualifications, and experience with Erotic Blueprint Course work in all spoken or written forms.
20. BCs will monitor all oral and written statements used in the advertisement, description, or explanation of services and the principles of Erotic Blueprint Coaching work, determining that those statements will not:
 - a. create unjustified expectations regarding outcomes or benefits;
 - b. make false claims about level of competence, training, or certification;
 - c. state or imply superiority to other methods or educational opportunities;
 - d. state or imply superiority to other Blueprint Coach practitioners;
 - e. suggest that we diagnose, treat or prevent any medical or psychological condition; and
 - f. violate any covenant of the Licensing agreement including, without limitation, state policies and/or procedures outside of the approved Erotic Blueprint Certified Coach Training, use any material not approved for use by EBCCP, use or cause to be used, any confidential information outside the scope of the Licensing Agreement or any terms or conduction related thereto, and any other policy or procedure set forth in the Certification Licensing Agreement.
21. BCs may not represent other modalities as Erotic Blueprint Breakthrough work, and must distinguish between Erotic Blueprint Breakthrough work and other professional services they may offer.
22. BCs will understand and practice Erotic Blueprint Coaching within the spirit of the principles and letter of this Code. BCs further agree to request supervision and guidance when experiencing ambiguity or difficulty with interpretation of what constitutes ethical behavior.
23. BCs may directly contact in a constructive and positive manner, any BC community member about whom the BC has ethical concerns. Alternately or additionally BCs may contact the EBCCP representative regarding their concerns.
24. BCs will aid the EBCCP in upholding this Code and cooperate fully with an investigation of possible violations.
25. BC's may not operate a monthly membership site of their own that is based in majority share on Erotic Blueprint Breakthrough™ frameworks, methodologies, practices or programs. The Erotic Blueprint Coach must utilize the online member portals provided by Jaiya, Inc. for their clients to be part of the Erotic Freedom Club™ or Erotic Blueprint™ Breakthrough communities.
 - a. An independent membership or on-line membership portal may be operated by the BC where Erotic Blueprint™ frameworks, methodologies, practices and programs comprise less than 35% of the content offered on the site at any given time, the Erotic Blueprints™ and Erotic Blueprint™ Breakthrough Course are not marketed as the main focus of the work and all copyright attributions and trademark restrictions are applied.
 - b. If Erotic Blueprint™ is one of many modalities offered by the BC, and the BC has previously formed an online membership group or portal, it may be permissible to maintain these sites as long as the Erotic Blueprint™ content does not exceed 35% of the material offered within that site..
 - c. Online support groups for the coaches clients involved in a group program may be maintained to facilitate connection between the members of the group and for the purpose of facilitating the coaching process. Such groups are not to be marketed as an online membership with additional deliverables associated to the Erotic Blueprints™.
 - d. BC's who's sole or majority share of their practice is Erotic Blueprint Coaching, may maintain a web-site that is up to 100% based on Erotic Blueprints™ copyrighted material, but all copyright

attributions must be consistent with this licensing agreement and all style sheet branding elements must be consistent as defined by this agreement. The website may not contain a monthly membership service independent of Erotic Freedom Club

26. Access must be granted to Jaiya, Inc. and the EBCCP Certifying Body to any membership which utilize the IP associated to this license and are operated by the Licensee that, so that Jaiya, Inc and the EBCCP Certifying body may verify proper use of materials.

27. Attending assigned continuing education courses is a requirement of maintaining certification. BCs must pass associated tests given for continuing education courses to remain current with the practices of being a certified coach and to retain certification. Failure to remain up to date with continuing education course work may be cause to revoke licensure.

Duties and Obligations to Colleagues

28. BCs will refrain from solicitation of colleagues' students.

29. BCs will encourage appropriate communication between students and their current or recent therapists.

30. Should conflict arise amongst BC colleagues, whether as part of a training session or within a personal context, the parties agree to seek resolution to their conflict, including but not limited to mediation, in such a way as the conflict and the resolution thereof, does not adversely affect the EBCCP program, Jaiya, Inc., The Erotic Blueprint Breakthrough Course™ and Erotic Freedom Club™ communities, students or the educational setting

Terms of this Code of Ethics exist in tandem with and addition to the Licensing Agreement. They are subject to change at any time and it is the responsibility of the BC to stay informed about changes in the Ethics Code.

The EBCCP grievance process is based on the following principles:

- * Emphasis on fair and fast resolution.
- * A resolution process that is supportive of all parties involved.
- * Proportionate response.

When the EBCCP officer(S) receive a complaint about the conduct of a BC, the Grievance Procedure starts with an EBCCP officer investigating the claim and engaging in a one on one discussion with the BC in an attempt to reach an agreement as to any recommendation from the officer or disciplinary action. If a compromise can be made, the complainant and the BC will sign an agreement drafted by and officer of EBCCP, detailing the resolution.

This grievance process is designed to help create safety for your fellow Erotic Blueprint Coaches and clients/students. Your client must be given access to this process at the beginning of your coaching/client contract term.

So that a client has the ability to lodge a complaint, the client must be given access to the email:

jaiya@missjaiya.com

If the complaint cannot be solved through initial discussions with an EBCCP officer, the EBCCP officers shall convene a Complaints Committee of three experienced BCs, representing the diversity of the profession.

The complainant and the accused BC are invited to submit written statements and speak by phone or Skype with the Committee. Phone calls will be recorded. The Committee may request further information during the review of the written materials and the phone calls. The Complaints Committee then decides if sanctions should be imposed upon the BC and informs the BC in writing.

Possible decisions of the Complaints Committee:

- * The Complaints Committee finds the complaint not credible.
- * BC apologizes to the complainant, acknowledging errors in judgment.
- * The Complaints Committee requests that the practitioner submits a written report to the panel within a certain time period outlining what they have learned from this experience.
- * The Complaints Committee requires additional training or supervision for a specific period of time.
- * The Complaints Committee suspends the BC from the EBCCP for a period of time.

The BC can appeal against a sanction if they feel it is too severe, or if they believe there has been some error in the conduct of the proceedings. An appeal follows the same procedures as the original complaints process.

*EBCCP can immediately revoke the license of the BC. All rights granted by Certification are immediately removed. BC must cease and desist representation as an Erotic Blueprint Coach.

* In the case of damages to the brand or other participating coaches, reclamation of damages and legal fees expended in defense of actions by the BC are the sole responsibility of the offending BC.

One member of the Complaints Committee monitors the sanctions imposed on the BC. If a BC does not comply with the decisions of the Complaints Committee, the CSB's membership can be revoked for a longer period of time or permanently.