

Jaiya, Inc.,
Erotic Blueprints Coach Certification
LICENSING AGREEMENT
V. 1.5 – 07-24-2017

This "Agreement" is made and entered into by and between Jaiya, Inc, located at PO Box 503 Topanga, CA 90290 ("Licensor") and _____ located at _____ ("Licensee").

WHEREAS, Licensor is the owner of various intellectual property including copyrights and trademarks in connection to certain teaching and training materials for Erotic Blueprint Breakthrough Coach Certification ("EBCC"), designed to create proficiency in certified teacher to effectively teach and facilitate the course tentatively entitled Erotic Blueprint Breakthrough.

WHEREAS, Licensee is desirous of obtaining a license to use the various approved aspects of Licensor's intellectual property, trade secrets, business models, and other proprietary information contained in the Erotic Blueprints Teacher Training in Licensee's own business and thereby enhance the learning and teaching techniques and marketability of Licensee's practice.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 The term "Proprietary Material" shall mean, all proprietary information contained in the EBBC and the Erotic Blueprint System including without limitation, all copyrighted material including teaching lessons, systems, methods, and applications of ideas, all trade secrets, books, business models, business records, programs, data, formulas, know how, processes, designs, marketing plans, marketing strategies, phrases, terms, trademarks, service marks, and any other material owned and/or controlled by Licensor with respect to the Erotic Blueprints Coach Certification and the Erotic Blueprint System.

1.2 The terms "Licensed Material" and "Licensed Method" shall mean, That portion of the Proprietary Material only as approved for use as set forth in Exhibit "A" which may be amended from time to time with notice to Licensee.

1.3 The term "Effective Date" shall mean either the date this agreement is executed by both parties, or the date a first purchase is made by Licensee, whichever occurs latest.

1.4 The term "Copy" (or "copying" or "copied" if so implied by the context) includes photographic, or other physical duplication of written materials, electronic analogue recording, electronic digital recording, and any other method whereby writings, sounds, software, or other data is duplicated and the duplicate retained or used independently from the source from which it came.

ARTICLE II NON-EXCLUSIVE LICENSE

2.1 Licensors hereby grants to Licensee a non-exclusive right and license without the right to sublicense, to use the Licensed Materials and Licensed Method for client training, teaching, and coaching and advertising solely in connection therewith, solely as set forth in Exhibit A, during the Term.

2.2 This grant of rights is specifically contingent on Licensee's fulfillment of all obligations and covenants contained hereunder including, without limitation, all schedules, exhibits, addendums, future modifications, subsequent express agreements, the Erotic Blueprint Breakthrough Coach Code of Professional Conduct and Ethics, payment of all applicable fees and non-violation thereof or of any local, state, or federal law.

ARTICLE III PAYMENT

3.1 In consideration of the granting of the license as set forth herein, Licensors shall make timely "Payments." Payment(s) includes a one-time, non-refundable training fee of \$4,997.00 for Early Enrollment before October 1st 2017 and \$ 6,997.00 for Enrollment After October 1, 2018. There will also be a "monthly" licensing fee(s)" billed after Certification is granted, of \$ 147.00, which are billed monthly in advance on the first day of each month, using the Licensee's credit card information, which Licensee is required to provide to the Licensors during the period in which monthly license fees are kept current unless the Licensee has selected an annual payment option for a reduced fee. Exhibit B shall set forth investment rates and exclusions specific to this licensee offer for the current licensee. Notwithstanding the foregoing, the first year following the completion of the Erotic Blueprint Coach Certification Program, Licensee's first year of monthly fees shall be waived as a courtesy for Licensee's participation.

3.2 Licensee's payment of their licensing fees will be billed on a monthly basis unless the Licensee has selected the annual payment option.

3.3 Licensee is granted unlimited access to all electronically and physically distributed Licensed Materials. Licensed Material shall be used for Licensee's sole practice and/or business and shall not be used or sublicensed to any third party. Licensee is granted permission to print and distribute licensed material to Licensee's clients, or in such where applicable, Licensee's

prospective clients only. Printed versions may be made available from Licensor to Licensee at additional cost.

**ARTICLE IV
LICENSEE CREDIT CARD
INFORMATION**

4.1 The Licensee is responsible for providing the Licensor with valid credit card information, which will enable the Licensor to bill the Licensee for the monthly membership fees. As a courtesy, the licensor will advise the Licensee in advance of the approaching expiration date of their credit card. Failure of the Licensee to provide new expiration date information to the Licensor prior to credit card expiration, will result in the Licensor billing the Licensee for one full year's membership fees, which is 12 times the current monthly published rate for the licensing method selected by the Licensee. In this event, the Licensee will not receive the standard discount that is provided for annual payment of membership fees.

**ARTICLE V
PRICING**

5.1 Monthly license fees are subject to change. Licensor will provide written notice 60 days in advance of any change to Licensee's current monthly membership fees. Prepaid fees will not incur any pricing change until end of the prepaid term. Special exclusions or terms and conditions, which may have been customized for this licensee or offer are defined in Exhibit B.

**ARTICLE VI
LIABILITY**

6.1 It is required that BC hold valid business licenses and abide by all applicable local, federal and state laws with respect to conducting the business of teaching and training. Liabilities for the failure to hold appropriate business licenses or insurances rest solely with the BC.

6.2 Licensee warrants and represents (a) that Licensee shall not use any of the Licensed Material, and/or Proprietary Material in any way not consistent with this Agreement; (b) that any use of the Licensed Material, and/or Proprietary Material shall not be used in connection with any illegal activity and will not infringe upon the rights of any third party; (C) that no copies of the Licensed Materials or Method will be given to any person other than the appropriate materials to a client, and Licensee specifically covenants, warrants and represents for his/herself, agents, employees, successors and assigns, that they will not, during or after the term, sell, give, exhibit, or otherwise make accessible to any person in the helping professions, which includes, but is not limited to the counseling, therapy, personal or any other coaching fields the Licensed Materials and Licensed Method, without the written consent of the Licensor or as set forth hereunder, and will keep in confidence and protect the integrity of the Licensed Materials and Methods with respect to use by any person in the helping

professions, which includes, but is not limited to the counseling, therapy or any coaching fields, who is not licensed by the Licensor to use the Licensed Materials and Methods; (d) that Licensee will not, other than in conformance with Exhibit A, copy, disseminate, or in any way use the Licensed Materials and Licensed Method, except: (i) for the purpose of improving Licensee's personal skills and professionalism, and knowledge, and (ii) in practicing his/her profession with clients utilizing the Licensed Materials and Methods.

6.3. Neither party makes any representations, commitments, or guarantees to the other regarding any anticipated or expected success, or rewards, potential clients, income, or results in connection with this Agreement. Licensor acknowledges and agrees that performance of its obligations hereunder may not result in increased business or clients. Neither party shall be liable to the other for any perceived or actual failure to any anticipated or expected success, rewards, or results.

6.4 Licensee agrees to indemnify and hold harmless, the Licensor, its legal representatives, , assigns, licensees, subsidiaries, members, officers, shareholders, managers, partners, employees, consultants, suppliers, contractors, successors, clients, , administrators and heirs from and against any and all suits in law or in equity, and from and against any and all claims, demands, damages, complaints, costs, expenses, other liability or obligation, including without limitation damages in contract, tort, or statute, reasonable attorney's fees, and whether resulting in monetary damage, personal injury, property damage or death, which claim is in any way related to, or is asserted to have resulted from, the use of the Licensed Materials or Licensed Method by Licensee or his clients, and upon the tendering of any such suit or claim to Licensee, to defend the same with legal representatives of Licensor's sole choosing at Licensee's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether Licensee or Licensor defends such suit or claims and whether the damages, death or injury is caused by the sole or concurrent negligence or alleged negligence of Licensee.

ARTICLE VII COPYRIGHT NOTICE

7.1 Licensee agrees to attach to some part of each and every Licensed Material or Licensed Method copied and or disseminated in any way by Licensee, the following copyright designation: Copyright ©, 2017, **Jaiya, Inc., Erotic Blueprint Breakthrough Coach Certification**. All rights reserved.

7.2 For media and public appearances, including but not limited to broadcast television, radio interview, podcast, audio recordings and course creation and live speaking engagement, when Erotic Blueprints are a subject of the interview, licensee agrees to state during the interview one of the following phrases: "Erotic Blueprints™ by Jaiya" or "Jaiya's Erotic Blueprints," It is understood that Licensee may not control the final edit of media productions. If there will be show notes or promotional copy related to the licensee's appearance on said production, the show notes must include one of these same phrases.

7.3 Failure to provide copyright attribution may constitute a copyright infringement and may result in immediate termination of this Licensing Agreement.

ARTICLE VIII CONFIDENTIALITY

8.1 Licensee will be given access to information that is confidential to Licensor (Confidential Information”) hereunder. Confidential shall include, without limitation, Proprietary Material, Licensed Material, any other information that under the circumstances surrounding disclosure to be treated as confidential, all information received from third parties that Licensor is obligated to treat as confidential, and oral information that is identified as confidential. Confidential Information may be disclosed in oral, written, graphic, machine recognizable, and/or sample form, or obtained by examination, testing or analysis of any books, records, hardware, software, or any component thereof. All Confidential Information shall remain Licensor’s sole and exclusive property at all times. Licensee shall use Confidential Information solely in connection with this agreement and the license granted hereunder and only during the Term. Licensee agrees, unless required by law, not to make any Confidential Information available in any form to any third party to use for any purpose not set forth hereunder. Licensee shall take all reasonable steps to ensure that Confidential Information is not disclosed, copied, distributed or otherwise misused by its employees or agents in breach of this Agreement. Licensee agrees that due to the nature of the Confidential Information, a remedy at law would be difficult to ascertain, therefore the parties agree that each and any breach of this section of the Agreement shall constitute a multipliable damage of \$10,000 in addition to the right to immediate injunctive relief and all other remedies available at law or under this agreement.

ARTICLE IX ASSIGNABILITY

9.1 This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and assigns; it may not be transferred or assigned without the consent of the Licensor, but Licensor agrees not to withhold such consent if the transfer proposed is of the entire business of Licensee and the proposed transferee has the same or equivalent qualifications as does the assignor, and agrees in writing to assume all of the obligations of Licensee under this Agreement.

9.2 This agreement shall be binding upon and inure to the benefit of Licensor, his or her legal representatives, executors, administrators and heirs and is assignable by Licensor or his legal representatives, executors, administrators or heirs .

ARTICLE X TERM AND TERMINATION

10.1 The “Term of this Agreement shall be effective from the Effective Date and, unless sooner terminated in pursuant to this Section X, shall remain effective so long as the licensee is in conformance with all of the Licensor’s licensing provisions. Conformance is defined as current membership fees being paid and up to date per payment terms listed in section 3.1 of this agreement and as the licensee being current with all required continuing education and

related testing.

10.2 Licensee may terminate their membership at any time by providing thirty (30) days written notice to the Licensor.

10.3 If Licensee shall be in default or breach of any material obligation hereunder, Licensor may give written notice of such default and in the event that Licensee shall not have remedied such default within fifteen (15) days after the date of receipt of such notice, Licensor shall have the right to immediately terminate all rights and the Licensee under this Agreement without further notice to the Licensee.

10.4 Licensor reserves the right to revoke license at any time for a violation of this Agreement, the Erotic Blueprint Coach Certification Code of Professional Conduct and Ethics, and/or any other written guideline for conduct set forth by Licensor

10.5 In case of a termination of the rights of Licensee as set forth in Section 10.2 and 10.3 prior to the scheduled expiration date for any reason, all fees and other amounts payable by Licensee to Licensor shall become due immediately.

10.6 Upon termination of this agreement:

a. Licensee shall have no further license or right to use any of the Licensed Material and/or Proprietary Material and any such used shall be deemed an infringement, improper taking and or illegal conversion.

b. Licensee shall return to Licensor all copies, materials, documents, data, writings, or any other record, in any form or of any nature, containing or pertaining to any the Licensed Materials and Licensed Method or record, and Licensee will not keep in his or her possession or control, any copy or any other record of materials, documents, data, writings or reproduction, of the Licensed Materials or Method. Licensee shall cease to teach any of the methods, processes, tools and techniques covered under the Licensing Agreement.

ARTICLE X MISCELLANEOUS

11.1 The validity, construction, performance and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of the State of California.

11.2 All disputes, controversies or differences which may arise between the parties hereto in relation to this Agreement, including the validity of this Section 10.2 or any claim arising out of or relating to this Agreement, or the breach thereof shall be settled by binding arbitration in the County of Los Angeles, in accordance with the codified State of California procedures for arbitration, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. In the event arbitration is instituted, the prevailing party shall be entitled to recover in such proceeding, its or his attorney fees and costs incurred in prosecuting or defending the action, including the costs

leading up to the action, in addition to whatever other award may be granted by the Arbitrator. Anything to the contrary notwithstanding, the Arbitrator shall have no power with reference to determining the ownership of copyrighted and other intellectual property rights as between the parties, nor to find that Licensor had no right to license the Licensed Materials and Method, and if either of those subjects is a material portion of the controversy, claim, or other dispute, then arbitration shall not proceed with respect to any part of those issues, unless that issue is resolved by the parties or a court of competent jurisdiction. Anything in the foregoing to the contrary notwithstanding, an action for collection of unpaid licensing fees does not require arbitration, and may proceed directly in a court of competent jurisdiction.

11.3 In the event that any part of this Agreement shall be determined to be in violation of a statute, rule of law, governmental regulations or decree of court of competent jurisdiction, such part shall be void and of no effect but the remainder of this Agreement shall continue in full force and effect.

11.4 The parties hereto are independent contractors and have and shall have no power, nor will either of the parties represent that either has any power, to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.5 The headings of this Agreement are for convenience only and not intended to be used in determining the construction or interpretation to be given to any provision of this Agreement.

**ARTICLE XII
ADDRESSES AND
NOTICES;AMENDMENT**

12.1 The addresses of the parties hereto are as follows, but either party may change its address for the purpose of this Agreement by notice in writing to the other party:

Licensor: Jaiya, Inc. P.O. Box 503, Topanga, Ca. 90290

Licensee _____
:

12.2 In the event notices, reports or payments required or permitted to be given or made under this Agreement, are sent by certified or registered mail, returned receipt requested, postage prepaid, overnights carrier with tracking, or by telegram, telex or facsimile to the party entitled thereto to the above-mentioned address, they shall be deemed to have been given or made at the expiration of five (5) days from the time of posting by registered or certified mail or at the expiration of two (2) days by telegram, telex or facsimile; provided, however, that notices of change of address will be effective when received.

12.3 Amendments to this agreement shall be made only in writing, which writing shall be executed by the parties, or persons authorized by them to execute agreements on their behalf.

IN WITNESS WHEREOF, Parties have executed this Agreement, composed of 8 pages plus Attached Exhibits as defined, by Licensor, (Jaiya, Inc) and on _____, by Licensee.

Licensor: Jaiya, Inc.

By: _____

Printed Name: _____

Licensee

By: _____

Printed Name: _____

SCAN completed application and Licensing Agreement and email to:
jaiya@missjaiya.com

SCHEDULE I- PLAIN ENGLISH TRANSLATION OF LICENSING AGREEMENT

ARTICLE I: DEFINITIONS

Relax, you are not signing your life away. The purpose of this agreement is simply that you acknowledge our copyright to our programs and materials, and defines how you can use them in your practice for marketing and with your clients.

ARTICLE II: NON-EXCLUSIVE LICENSE

This means that you have the ability to use our materials and methods with your clients, and that you are not the only licensee of our materials and methods.

ARTICLE III: PAYMENT

Your monthly licensing fee provides you unlimited use of our programs and materials.

ARTICLE IV: CREDIT CARD INFORMATION

We need your current credit card information to keep your membership in good standing.

ARTICLE V: PRICING

Fees are subject to change. However, installment payments for the Training Fee shall not change once the initial installment payment has been made.

ARTICLE VI: INDEMNIFICATION

If your actions are outside of what is agreed to, you agree to hold us harmless.

ARTICLE VII: COPYRIGHT MARKING

If you use our materials with your clients, you have to use the © symbol wherever our name appears and cite us as the source.

ARTICLE VIII: PROHIBITED TRANSACTIONS

You agree to use our materials with your clients as intended, and do not distribute copies to others for any other reason.

ARTICLE IX: ASSIGNABILITY

Your license is not transferable to anyone else without our agreement.

ARTICLE X: TERM AND TERMINATION

Your license is good as long as your licensing fees are current, and will be terminated for nonpayment 15 days after our written notification. We want you to be successful, and must protect ourselves and the public as well. So if two or more Licensor staff have a serious concern about your competency or professionalism, we reserve the right to terminate your license. If terminated, you agree to stop using all of our copyrighted programs materials, and training techniques.

ARTICLE XI: MISCELLANEOUS

Disputes will be settled in arbitration in California. We cannot make representations on each other's behalf. The Licensing Agreement is only as valid as the law allows.

ARTICLE XII: ADDRESSES AND NOTICES

We need your mailing and email address to be current, and for you to notify us in writing if you move. Changes to the agreement may be made by mutual agreement in writing.

Note: The above is a summary and not comprehensive and does not waive any right, obligation, or liability set forth in the parties' long form Licensing Agreement and the Erotic Blueprint Breakthrough Coach Code of Professional Conduct and Ethics, nor any other subsequent express agreement among the parties. If you have any questions about the Licensing Agreement, please let us know. Feel free to seek legal consultation if you wish. Our intention is to create a mutually beneficial partnership by supporting you to be successful in helping your clients and confidently share our intellectual property with you.

Exhibit A- Licensed Material

To Include a list of names and description of all materials, tools, techniques that trainees will have access to and are including in the licensing agreement.

Notify licensees that will be periodically updated to include the latest product developments and licensees will sign and return a copy of the updated Schedule II to licensor.

This document will be filled out after we have defined out licensed branding materials.

- Some Inclusions in our materials and branding Exhibit A may additionally include:
 - #s of uses for materials
 - Allowable media uses and exclusions (exp. can't advertise along with Alcohol sites, can't advertise along with child advertising, etc.)

Exhibit B
Training Fee Investment and Payment Details

Erotic Blueprint Coach Certification Program Class of March 2017.

In consideration of the granting of the license as set forth herein, Licensor shall make timely "Payments." Payment(s) includes a one-time, non-refundable "Training Fee" and monthly licensing fees (defined below).

The Training Fee is currently \$4,997.00 or \$6,997.00 (based on date of enrollment), if paid in full or may be paid in 4 payments of \$1,397.00 or \$1,997.00 respectively. The Training Fee shall not be deemed paid until the total amount of the either \$4,997.00 or \$6,997, if paid in full, or all four payments of \$1,397.00 or \$1,997.00 have been received by Licensor. The preceding fees are subject to change at Licensor's discretion, however, the four installment payments shall remain the same once Licensee has made the first of four payments.

The "monthly licensing fee(s)" is currently \$147.00 per month, which shall be billed monthly in advance on the first day of each month, using the Licensee's credit card information. Licensee is required to provide to the Licensor valid credit card information to be used for the processing of monthly fees in advance of the first day of each month for which the licenses hereunder may be granted. Licensee hereby authorizes Licensor to charge Licensee's credit card for the monthly licensing fees. Notwithstanding the forgoing, Licensee shall also have the option to pre-pay the monthly licensing fees in one annual payment, which is currently \$1,497.00 ("yearly licensing fee(s)"). Notwithstanding the foregoing, the first year following the completion of the Erotic Blueprint™ Coach Certification Program, Licensee's first year of monthly fees shall be waived as a courtesy for Licensee's participation.

The monthly licensing fees and yearly licensing fee shall be guaranteed for the lifetime of the licensor, or the licensor's business (whichever ends earliest) for those Licensors that are in the class of January 2018 as long as the licensee remains current with all payments and does not let their licensee payments lapse at any time.

Licensee must complete and pass the Erotic Blueprint™ Coach Certification course and course examinations within 90 days of the training course completion to qualify for certification and the licenses set forth hereunder. Failure to complete and pass course examinations may subject Licensee to retaking the Erotic Blueprint Coach Certification Course under the terms given when the course is next offered. Course fees may apply. Failure to complete certification requirements by the Licensee in no way obligates Jaiya, Inc or the EBCC Program to refund tuition or continue training.

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.

**Exhibit C -
Erotic Blueprint Breakthrough Coach Certification
Code of Professional Conduct and Ethics**

See Separate Code attachment