

**Jaiya, Inc.,
Erotic Blueprints Coach Certification
LICENSING AGREEMENT- CORPORATE PAGE
V. 2.0 – 7-16-18**

By: _____ (“BC’s Company”)

Title: _____

Date: _____

Licensee and _____ (“BC’s company”) both warrant, represent and undertake that: (a) each has the full power and authority to enter into this Agreement and perform the services hereunder without obtaining the permission of any third party or entity, and to grant all the rights granted hereunder free of any claims, liens, demands or encumbrances; (b) the Licensed services herein shall be provided in accordance with the terms and conditions of this Agreement and any contributions by each of us shall not and will not violate or infringe upon the copyright or trademark of any person, firm or corporation; and to the best of their knowledge in the exercise of reasonable due diligence does not violate or infringe upon any common law or other right whatsoever (including, without limitation, any service mark, literary, dramatic, comedic, musical or photoplay right, right of privacy or publicity or contract right) of any person, firm or corporation, or violate any other applicable law; (c) to the best of their knowledge in the exercise of reasonable due diligence there is no litigation, whether pending or threatened, or claim, whether pending or threatened, that affects, concerns, relates to or otherwise touches upon the services to be provided under this Agreement.

Licensee and BC’s company both further represent and warrant that: BC’s company is: (d) a bona fide corporation (Sole Proprietorship, LLC., S-Corp, C-Corp, or properly organized foreign corporate entity, etc.) duly organized and existing under the laws of the state or country of its incorporation; and (e) to the extent required by law, and has adequate insurance coverage covering Licensee and will maintain the same at all times while Licensee is rendering services hereunder; and/or that Licensee is under an exclusive contract of employment with BC’s company for a term extending at least until the completion of all services required of Licensee hereunder, which contract gives Licensee the right to loan or furnish the services of Licensee to Licensors.

Licensee (“BC”)

I, _____, have read and fully understand the provisions of the foregoing Agreement. I hereby warrant, represent and agree that the company noted above as “BC’s company” is authorized to grant the rights as hereinabove set forth. As an inducement to Licensors to enter into said Agreement, I hereby further warrant, represent and agree that I shall fully abide by the duties, obligations, responsibilities, which, under said Agreement, I have agreed to hereinabove. I make the foregoing representations, warranties and agreements freely and of my own volition and without force or duress. I acknowledge that all of the foregoing warranties, representations and agreements are material to Licensors and that, but for making same, Licensors would not enter into said Agreement.

By: _____

Date: _____