

**Jaiya, Inc.,
Erotic Blueprints Coach Certification
LICENSING AGREEMENT
V. 3.0 – 3/3/23**

This "Agreement" is made and entered into by and between Jaiya, Inc. located at 1905 15th Street, #34, Boulder, CO 80306 ("Licensor") and _____, ("Licensee").

WHEREAS, Licensor seeks to license certain intellectual property and/or proprietary materials to Licensee for use in connection with Licensor's Erotic Blueprint Coach Certification ("EBCC") in order for Licensee to effectively teach and/or facilitate the teachings of Licensor's Erotic Blueprint Breakthrough System ("EBBS") to third parties.

WHEREAS, Licensee is desirous of obtaining a license to use Licensor's intellectual property and/or proprietary materials identified herein for use in teaching and/or facilitating the teachings of Licensor's EBCC and EBBS to third parties.

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 collectively mean, all information contained in the EBCC and the Erotic Blueprint System, including without limitation, business, and financial models and methods, business records, programs, data, formulas, processes, designs, marketing plans, marketing strategies, phrases, terms, and any other material owned and/or controlled by Licensor with respect to the EBCC and EBBS, as well as all respective copyrighted materials, trade secrets and trademarks (the "Intellectual Property").

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 analog 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 Licensor hereby grants to Licensee a non-exclusive right and license, to use the Licensed Materials and Licensed Method for training, teaching, coaching, and advertising solely in connection with the EBCC and EBBS, as set forth in Exhibit A.

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, 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 licensed rights, Licensors will pay a monthly (or yearly) fee as defined in Exhibit B, billed in advance on the first day of each month, using the Licensee's credit card information and/or paid in one annual installment payment. Licensee must maintain current on payment of fees. See Exhibit B. Notwithstanding the foregoing, the first year following the completion of the EBCC, Licensee's first year of monthly fees shall be waived.

3.2 Licensee's failure to maintain payment of fees on either an annual or monthly basis shall be considered a material breach of this Agreement and shall constitute a temporary suspension of this Agreement. If Licensee fails to bring his/her account current within thirty (30) days' notice of its default for this reason, this Agreement shall be automatically suspended and/or terminated at the option of Licensors. .

3.3 Licensed Material shall be used for Licensee's sole practice and/or business purpose. Licensee is not authorized to sublicense the Licensed Materials to any third party for any purpose. Licensee is hereby granted permission to copy, print, publish and distribute licensed material to Licensee's clients, or in connection with Licensee's business use for the Licensed Purpose only.

ARTICLE IV - LICENSEE CREDIT CARD INFORMATION

4.1 The Licensee is responsible for maintaining a valid credit card account on file with the Licensors. Failure of the Licensee to maintain a valid credit card account on file, and after being given 10-days' notice to cure, will result in the Licensors billing the Licensee for one full year's membership fees (and forfeiture of the discounted rate) and shall result in the penalties set forth hereinabove in Para. 3.2.

ARTICLE V - PRICING

5.1 Monthly license fees are subject to change according to graduating class. Special exclusions and/or terms and conditions which may have been customized for this licensee or offer are defined in Exhibit B.

5.2 Blueprint Coaches, as a yearly bonus associated to your licensing contract, are granted 24 free Erotic Blueprint Breakthrough™ Courses (EBBC) to use with your client coaching packages, group programs or other coach offerings.

In December 2022 the tuition for EBBC was raised to \$1,990.00 and \$690.00 for a partner's membership. In no circumstance should a Coach publicly market or sell their free courses for less than the publicly offered pricing of \$1,990.00 or \$690.00 for a partner's membership.

Any public marketing of your free courses must coincide with the non-discounted pricing, even if The Blueprint Breakthrough, Inc. is offering discounted pricing.

You are permitted to sell your courses directly for full market value. If the retail pricing changes at any future date, it is the Blueprint Coaches responsibility to know the current tuition and to make sure your pricing is in alignment with current market value.

You are permitted to use your free EBBCs as gifts, given directly to people of your choosing (but not advertised or marketed) or for inclusion in your pro bono client packages or to assist marginalized individuals or communities in having access to this work.

Should a Coach be found to be marketing or selling courses at less than full market value, they will be required to cease and desist immediately any marketing of the Courses. They will be given a reminder and warning of this policy and their license may be at risk of cancellation if appropriate remedies are not implemented within 7 days of being informed of the issue.

When using your free EBBCs to support clients or giving them as gifts, you must use one free seat for each person you are inviting into the program. THERE ARE NO SHARED EBBCs or Erotic Freedom Club (EFC) Memberships. This is critical for the safety of our EFC community.

As of January 2023, if a Coach uses all 24 Free Courses within the year and needs to purchase more courses, the Coach wholesale tuition until further notice will be \$790 for a primary membership and \$390 for partner or polycule additional memberships.

ARTICLE VI - LIABILITY

6.1 It is required that Licensee hold a valid business license in its state of incorporation (where required) and abide by all applicable local, federal, and state laws with respect to conducting the EBCC and EBBS teaching and training. Licensee further agrees to keep its EBCC in good standing at all times during the term of this Agreement.

6.2 Licensee acknowledges and agrees that as between Licensee and Licensor, Licensor solely owns all rights, title, and interest in and to the Licensed Material, and any and all pre-existing and/or subsequent suggestions, additions, recommendations, use or other, relating to the Licensed Materials in all media now known or hereafter devised, regardless of whether such results and proceeds are incorporated into the Licensed Materials (including but not limited to all worldwide copyrights and right to copyright therein and thereto, including any extension and renewals) thereof, in perpetuity throughout the universe. Licensee acknowledges and agrees to use the Licensed Materials consistent with this Agreement and Licensor's updated terms and conditions. Licensee further acknowledges and agrees to maintain the confidentiality of the Licensed Materials at all times, and may only copy, publish or distribute the Licensed Materials to Licensor's EBCC and EBBS members, clients, and/or students for use solely in connection with the EBCC and/or EBBS.

6.3. Licensee acknowledges that Licensor makes no 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 and the EBCC or the EBBS. Licensee acknowledges and agrees that performance of its obligations hereunder may not result in increased business or clients. Licensee also hereby acknowledges and agrees that this License does not include any certification for any training or modality other than the EBCC or the EBBS, and specifically does not include any training on any Sexological Bodywork nor does it create any implied or inferred skills for Sexological Bodywork. If the Licensee requires training in this regard, he/she must contact the appropriate Certifying Body in his/her respective state for said training and certification.

6.4 Licensee agrees to indemnify, defend and hold harmless Licensor and each of their parents, affiliated and related entities, subsidiaries, licensees, successors, assigns, and/or distributors, and each of the foregoing parties' employees, agents, officers, directors, shareholders, members, attorneys, and representatives, from and against any and all liabilities, losses, claims, damages, demands, costs, and expenses of any kind (including without limitation to reasonable outside attorneys' fees) arising out of, or resulting from, or in connection with: (a) Licensee's acts or omissions outside the course and scope of the teachings of the EBCC and/or EBBS hereunder; (b) any uncured material breach of any representation, warranty, covenant or obligation of Licensee contained in or made pursuant to this Agreement or otherwise made to Licensor; and (c) Licensee's negligence, and/or intentionally recklessness, misconduct, and/or other tortious acts or omissions committed by Licensee and/or any agent, employee, guest or invitee of the foregoing in connection with or arising from this Agreement.

Licensor agrees to indemnify, defend and hold harmless Licensee from and against any and all liabilities, losses, claims, damages, demands, costs, and expenses of any kind (including without limitation reasonable outside attorneys' fees) arising out of, or resulting from, or in connection with Licensor's uncured material breach of this Agreement, and Licensor's development, production, distribution, advertising or exploitation of the Licensed Materials, the EBCC and/or EBBS, or any rights therein.

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 appropriate copyright designation as provided by Licensor.

7.2 For any and all publicity, including without limitation, media, public appearances, broadcast television, radio interview, podcast, audio recordings, course creation and live speaking engagement, when EBCC or the EBBS are part of the publicity, Licensee agrees to acknowledge and make reference to the owner of the EBCC and EBBS as Jaiya, Inc. in a manner pre-approved by Licensor.

7.3 Failure to provide proper attribution to any and all intellectual property for publications and/or publicity may constitute an uncured material breach of this Agreement and result in immediate termination of this Licensing Agreement.

7.4 Licensee acknowledges that "The Erotic Blueprint Quiz" (EBQ) is the trademarked and copywritten property of Jaiya, Inc and Klimt Tech LLC, and that Licensee is not permitted (except for the sole use of a PDF version of the quiz or the original quiz with Licensee's clients for evaluation) to build their own version, in any language, of the EBQ or to make available a quiz using similar methodologies, questions or outcomes to the EBQ. Further, Licensee acknowledges that they may not create or make available a quiz or survey lead capture using the names "Erotic Blueprint", "Erotic Blueprint Breakthrough", "Blueprint Quiz", "Your Erotic Blueprint Type" or any similar variation that is in any way similar to or uses any trademarked or copywritten materials of Jaiya, Inc, Klimt Tech LLC or any of their subsidiaries or affiliates without the express written permission of Jaiya, Inc., Klimt Tech LLC or any of their subsidiaries or affiliates as set forth in this Agreement or any future Addendums thereto.

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 the EBCC and/or the EBBS materials, and/or via 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 liquidated 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.

9.2 This Agreement shall be binding upon and inure to the benefit of Licensor, its legal representatives, executors, administrators, and heirs and is assignable by Licensor or its 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 and Licensor's terms and conditions as updated from time to time.

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 the license at any time for a violation of this Agreement.

10.5 In case of a termination of the rights of Licensee as set forth in Section 10.3 and 10.4 prior to the scheduled expiration date for any reason, all fees and other amounts due to Licensor shall be paid by Licensee immediately and any fees received by Licensor will not be refunded to the Licensee.

10.6 Upon termination of this Agreement:

- a) Licensee shall have no further license or right to use any of the Licensed Materials and any such use 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 records, in any form or of any nature, containing or pertaining to any the Licensed Materials or records, 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 pertaining to their certification and licensure. Licensee may retain course materials/programs which were granted to the Licensee for lifetime access for personal purposes, but. Licensee shall cease to teach any of the methods, processes, tools, and techniques covered under the Licensing Agreement.
- c) Licensee shall also sign a Verified Affidavit indicating the return and/or destruction of all Licensed Materials subject to penalty of perjury with a renewal of the liquidated damages clause for the misuse or post-termination use of any Licensed Materials.

ARTICLE XI - 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, notwithstanding conflicts of laws.

11.2 Any and all disputes, controversies, and actions arising under or relating to this Agreement, including the validity of this Section 11.2 or any claim arising out of or relating to this Agreement, or the breach thereof shall be settled by private 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. California state laws apply to this Agreement. In the event arbitration is instituted, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in connection therewith in addition to whatever other award may be granted by the Arbitrator. For clarity, the prevailing party may be any party who wins any motion and/or separate proceeding prior to final judgment (i.e., discovery motions, dispositive motions, settlement demands), as well as any final judgment. If the prevailing party is forced to collect on the judgment, the losing party shall be responsible for all fees and costs associated with collection efforts until the amount in full is paid and judgment satisfied.

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 a 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, 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 If you will be performing your duties as a BC through a Corporation, Sole-proprietorship/DBA, LLC, Foreign corporate entity or any business entity, you are required to sign the attached Corporate Signature Page. If you do not currently have such an entity, but form such an entity, it is required of you that you immediately update your records with us and sign the appropriate paperwork updating your status. If you create such an entity and do not update your contract with us, you will be in breach of contract and your license is terminated immediately until the update of records has been complete and you are in full compliance.

11.6 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., PO Box 34, Boulder, CO 80306.

Licensee: _____

12.2 All notices sent under this Agreement may be sent via certified mail, return receipt, and/or the third party express mail with delivery confirmation and/or email with the written consent of each party, and shall be deemed accepted five (5) days after the posted receipt date. All parties are required to keep their address current and on notice to the other party during the Term of this Agreement.

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.

12.4 The Code of Ethics, as well as any additional Terms and Conditions provided by Licensor to Licensee, are incorporated fully herein by this reference.

Licensor: Jaiya, Inc.

By: _____ Date: _____

Authorized Signature: _____

Licensee or "BC": _____

By (Name of BC): _____ Date: _____

Signature: _____

SCHEDULE I- PLAIN ENGLISH TRANSLATION OF LICENSING AGREEMENT

ARTICLE I: DEFINITIONS

Relax, you are not signing your life away. We do need you to please read and understand the entire Agreement because there are important terms of how we will be doing business together. We are providing some very basic and simple summaries of the terms below. The basic purpose of this Agreement is simply that you acknowledge to agree to the confidentiality, safety and standards of our EBCC and EBBS teachings, and that we are the sole owner of our copyrights to our programs and materials and you are being granted a license by us to use them.

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 not 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 indemnify, defend and 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: CONFIDENTIALITY

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 private binding 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.

You should always seek legal consultation when signing a legal document, especially if you don't understand the Agreement and/or so you know and fully understand what you are signing. We cannot operate as your legal counsel and explain the Agreement in that way. 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

The items for Exhibit A may be updated as things are added. Changes will be sent under separate cover and will require a separate signature.

- Official Style Guide
- Official Certification Seal
- Erotic Blueprint Breakthrough Banner
- Sensual Silhouette Images
- How to set up Your Meetup Group instructions
- Link to send clients for free EBBC Seat
- Link for coach to join EBBC membership site
- Meet-up curriculum
- One-day event/workshop curriculum
- Two-day event/workshop curriculum
- Eight-week group course curriculum
- Media guideline
- Sample contract for 1:1 clients
- Passionate Possibilities Enrollment calls script
- Information, videos and templates for 8 Modules
- Q&A videos
- Continuing education courses as they are made available
- Link to set up their profile for the Referral Page on Jaiya's website

Exhibit B - Training Fee Investment and Payment Details

Erotic Blueprint Coach Certification Program Class of 2018, 2019, 2020 and 2021.

The licensed Coach can choose to pay a monthly licensing fee of \$147.00 per month totaling \$1,764.00 or can choose to save \$267.00 and pay a one time fee of \$1,497.00 at the beginning of each yearly billing cycle.

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 foregoing, 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 licensee, or the licensee's business (whichever ends earliest) for those Licensees that are in the classes of 2018, 2019, 2020 and 2021 as long as the licensee remains current with all payments and does not let their licensee payments lapse at any time.

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.