

CONFIDENTIALITY AND EVALUATION AGREEMENT

Mark Kirsch LLC - Time Reclamation Program

This Confidentiality and Evaluation Agreement ("Agreement") is entered into between **Mark Kirsch LLC**, a New Jersey limited liability company ("Mark Kirsch LLC"), and _____ ("Recipient"), effective as of _____, 20__.

1. Purpose

Mark Kirsch LLC may provide Recipient with certain non-public portions of its Time Reclamation Program, including presentations, videos, PDFs, training materials, methodologies, examples, exercises, and related materials (collectively, the "Evaluation Materials"), solely so Recipient may evaluate whether to purchase or license the Program.

2. Confidentiality and Limited Use

Recipient agrees to:

- keep the Evaluation Materials confidential and use them solely for evaluation purposes;
- not copy, reproduce, distribute, publish, record, transmit, modify, or create derivative works from the Evaluation Materials without Mark Kirsch LLC's prior written consent;
- not use the Evaluation Materials to conduct internal training, presentations, or other organizational activities unless and until authorized under a separate written agreement with Mark Kirsch LLC; and
- limit access to employees, officers, professional advisers, or other representatives who reasonably need access for evaluation purposes and who are subject to confidentiality obligations.

3. Exclusions

These obligations do not apply to information that Recipient can demonstrate: (a) was publicly available through no breach of this Agreement; (b) was lawfully known to Recipient before disclosure by Mark Kirsch LLC; (c) was lawfully received from a third party without a confidentiality obligation; or (d) was independently developed without use of the Evaluation Materials. If disclosure is required by law, Recipient may disclose only the portion legally required and, where legally permitted, will provide Mark Kirsch LLC with reasonable advance notice.

4. Ownership and No License

All rights, title, intellectual property rights, and ownership interests in the Evaluation Materials remain with Mark Kirsch LLC. Providing the Evaluation Materials for evaluation does not grant Recipient any license or other right to use the Program or its materials except for the limited evaluation purpose described in this Agreement.

5. Return or Destruction

At Mark Kirsch LLC's request, or if Recipient decides not to proceed with the Program, Recipient will discontinue use of the Evaluation Materials and, upon request, return or destroy copies in its possession or control, except for copies required to be retained by law or routine electronic backup systems.

6. No Obligation to Purchase

Nothing in this Agreement requires Recipient to purchase or license the Program or requires either party to enter into any additional agreement.

7. Term

Recipient's confidentiality and limited-use obligations under this Agreement will continue for three (3) years from the date of disclosure; provided, however, that information qualifying as a trade secret will remain protected for as long as it continues to qualify as a trade secret under applicable law.

8. Remedies

Recipient acknowledges that unauthorized disclosure or use of the Evaluation Materials may cause harm for which monetary damages may be inadequate. Mark Kirsch LLC may therefore seek appropriate equitable or injunctive relief, in addition to any other remedies available under law.

9. Governing Law

This Agreement will be governed by the laws of the State of New Jersey, without regard to its conflict-of-law principles.

AGREED AND ACCEPTED:

MARK KIRSCH LLC

By: _____

Mark Kirsch

Title: Managing Member

Date: _____

RECIPIENT

Company: _____

By: _____

Name: _____

Title: _____

Date: _____