

MARK KIRSCH LLC

TIME RECLAMATION PROGRAM

SAMPLE CORPORATE LICENSE AGREEMENT

SAMPLE NOTICE. This sample agreement is provided for transparency and discussion purposes. Final terms may be modified by mutual agreement and become effective only when signed by Mark Kirsch LLC and the client organization.

This Corporate License Agreement ("Agreement") is entered into between Mark Kirsch LLC, a New Jersey limited liability company ("Mark Kirsch LLC"), and the organization identified in Schedule A ("Client"). The effective date of this Agreement is the date of the last signature below ("Effective Date").

1. Program Materials

Mark Kirsch LLC will provide Client with the Time Reclamation Program materials identified in Schedule A, which may include:

- Self-paced prerecorded video in MP4 format;
- Presentation slides in PDF and PowerPoint formats;
- Time Reclamation Cheat Sheet in PDF and PowerPoint formats;
- Customized versions of these materials created as part of the engagement; and
- Other materials specifically identified in Schedule A.

Collectively, these are referred to as the "Program Materials."

2. Perpetual Internal-Use License

Upon payment of the applicable One-Time License Fee, Mark Kirsch LLC grants Client a perpetual, non-exclusive, non-transferable, worldwide license for internal use of the Program Materials delivered under this Agreement.

The license permits Client to:

- Make the Program Materials available internally to Client's employees;
- Make the Program Materials available to consultants and contractors who are performing services for Client;
- Store and distribute the Program Materials through Client's internal Learning Management System (LMS), intranet, shared drives, or similar internal systems;
- Reproduce the Program Materials as reasonably necessary for internal training;
- Conduct internal presentations using the Program Materials; and
- Record live presentations conducted by Mark Kirsch LLC and make those recordings available internally under this license.

For purposes of this Agreement, "Client" includes any subsidiaries or other entities controlled by Client whose employees were included in the employee count used to determine the One-Time License Fee.

3. License Restrictions

The Program Materials may not be:

- Sold, rented, sublicensed, or commercially redistributed;
- Posted on a publicly accessible website, social-media platform, public video service, or other public location;
- Distributed to organizations or individuals outside Client other than consultants or contractors performing services for Client;
- Used to provide commercial training or consulting services to third parties; or
- Presented in a manner that falsely represents another person or organization as the creator or owner of the Program Materials.

Recordings of Mark Kirsch LLC presentations are authorized for Client's internal use only. Nothing in this Agreement transfers ownership of Mark Kirsch LLC's intellectual property to Client.

4. Version Covered by the License

The perpetual license applies to the Program Materials delivered to Client under this engagement, including any customization completed under this Agreement.

The license does not automatically include future versions, new topics, major revisions, additional programs, or other materials developed by Mark Kirsch LLC after completion of this engagement. Mark Kirsch LLC may offer future updates or additional materials separately.

5. Included Live Video Sessions

The One-Time License Fee includes three one-hour live video sessions conducted by Mark Kirsch LLC. The sessions may be scheduled at different times to accommodate employees in locations including the Americas, EMEA, and APAC.

Client may record these presentations for internal use in accordance with this Agreement.

The three included sessions must be used within three months of the Effective Date. Any unused included sessions expire after three months and have no cash or refund value.

6. Included Customization

Client will receive up to ten (10) hours of customization to the Program Materials at no additional charge. This customization may begin before this Agreement is signed as a good-faith effort by Mark Kirsch LLC to accommodate the prospective Client's requested changes, with any unused portion of the ten (10) hours remaining available after the Agreement is signed. Customization may include, among other things:

- Expanding or shortening topics;
- Adding or removing topics;
- Modifying examples or wording;
- Reorganizing material; and

- Making other mutually agreed changes appropriate for Client.

Client understands that Mark Kirsch LLC may make the same or similar changes, improvements, or enhancements to the Time Reclamation Program and materials offered to other clients.

Client is responsible for ensuring that any information or materials provided to Mark Kirsch LLC for customization do not contain confidential, proprietary, trade-secret, identifying, or other non-public information that Client does not want incorporated into materials that may later be used, adapted, or offered to other clients. Client should not provide any such information.

The ten included customization hours must be used within three months of the Effective Date. Any unused customization hours expire after three months and have no cash or refund value.

Customization beyond the included ten hours may be performed at a fee mutually agreed upon by Mark Kirsch LLC and Client.

7. Supplemental Services; Scheduling; Extensions; No Refund

The included live video sessions described in Section 5 and the included customization described in Section 6 are supplemental services provided in connection with the license to the Program Materials. They are not separately priced components of the One-Time License Fee.

Mark Kirsch LLC will use commercially reasonable efforts to provide the included supplemental services within the applicable three-month period stated in this Agreement, subject to Client's reasonable cooperation.

Client is responsible for timely responding to scheduling requests, providing reasonable availability for the included live video sessions, and providing any information, feedback, approvals, or other cooperation reasonably needed for customization. Client-caused delays, failure to respond, failure to provide availability, failure to provide needed information or feedback, or failure to schedule the included live video sessions do not extend the applicable three-month period. Unused supplemental services expire at the end of the applicable three-month period and have no cash or refund value.

If Mark Kirsch LLC is unable to provide any included supplemental service within the applicable three-month period because of illness, incapacity, emergency, or other circumstances beyond its reasonable control, the applicable three-month period will be extended for a reasonable period, and Mark Kirsch LLC will continue to use commercially reasonable efforts to provide the remaining supplemental services when reasonably able.

Delay, expiration, inability to schedule, non-use, or partial use of the included supplemental services will not entitle Client to a refund, credit, offset, or reduction of the One-Time License Fee. Client's primary purchase is the perpetual internal-use license to the Program Materials delivered under this Agreement.

8. Ownership of Program and Improvements

Mark Kirsch LLC retains all right, title, and interest in:

- The Time Reclamation Program and Program Materials;
- Mark Kirsch LLC's pre-existing concepts, methods, techniques, examples, processes, and intellectual property; and
- General improvements, ideas, enhancements, concepts, techniques, or knowledge developed or identified during the customization process.

Client understands that feedback and customization may result in general improvements that Mark Kirsch LLC may incorporate into its Time Reclamation Program or materials provided to other clients.

Mark Kirsch LLC is not responsible for identifying or determining whether information provided by Client is confidential, proprietary, trade-secret, identifying, or non-public.

9. Client Materials and Confidential Information

Client retains ownership of any proprietary materials, trademarks, internal procedures, documents, data, or other intellectual property supplied by Client to Mark Kirsch LLC.

Mark Kirsch LLC will use Client confidential information only as reasonably necessary to perform services under this Agreement and will not knowingly disclose such information to third parties except as authorized by Client or required by law.

Information will not be considered confidential if it:

- Is publicly available through no breach of this Agreement;
- Was already lawfully known by Mark Kirsch LLC;
- Is independently developed without use of Client's confidential information; or
- Is lawfully received from another source without confidentiality restrictions.

10. Fees and Payment

Client will pay the One-Time License Fee and any additional fees specified in Schedule A. Unless otherwise stated in Schedule A, invoices are payable within 30 days of the invoice date. Approved travel expenses and other reimbursable expenses will be invoiced separately when applicable.

11. Charitable Contributions

Mark Kirsch LLC will donate 20% of gross proceeds from this engagement, at no additional cost to Client, as follows:

- 10% of gross proceeds will be donated to Boys & Girls Clubs of Mercer County, 212 Centre Street, Trenton, NJ 08611.
- 10% of gross proceeds will be donated to an eligible 501(c)(3) nonprofit organization selected by Client and identified in Schedule A.

All charitable contributions are made by Mark Kirsch LLC. Unless otherwise specifically agreed, Client does not receive a charitable tax deduction for contributions made by Mark Kirsch LLC.

12. Educational Nature of Program

The Time Reclamation Program provides practical education, training, and recommendations concerning workplace efficiency and productivity. While Mark Kirsch LLC believes the practices taught in the program can help organizations reclaim wasted time, specific productivity improvements, financial savings, employee adoption rates, or other particular results are not guaranteed.

Client remains responsible for determining which practices are appropriate for its organization and for implementing those practices.

13. Intellectual Property Representation

Mark Kirsch LLC represents that it has the right to license the Program Materials to Client. Except for the rights expressly granted to Client under this Agreement, all intellectual-property rights associated with the Program Materials remain with Mark Kirsch LLC. Copyright notices, ownership notices, and other attribution contained in the Program Materials should not be removed.

14. Limitation of Liability

To the fullest extent permitted by applicable law, neither party will be liable to the other for indirect, incidental, special, consequential, or punitive damages arising from this Agreement.

Except for unauthorized use or disclosure of intellectual property or confidential information, fraud, willful misconduct, or obligations that cannot legally be limited, the total liability of either party arising from this Agreement will not exceed the fees paid or payable by Client under this Agreement.

15. Term and Termination

The internal-use license granted under this Agreement is perpetual unless terminated as provided below.

Either party may terminate this Agreement for a material breach by the other party if the breach is not cured within 30 days after written notice describing the breach.

If Client's license is terminated because of an uncured material violation of the license restrictions, Client must discontinue use of and remove the Program Materials from its internal systems.

Provisions concerning intellectual-property ownership, confidentiality, license restrictions, limitation of liability, payment obligations, and governing law will survive termination to the extent necessary to give them effect.

16. Independent Contractor

Mark Kirsch LLC is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, agency, or fiduciary relationship between Mark Kirsch LLC and Client. Neither party has authority to bind the other except as expressly stated in writing.

17. Assignment

Client may not transfer or assign this Agreement or the license to an unrelated third party without Mark Kirsch LLC's written consent. A merger, acquisition, corporate reorganization, or similar transaction involving Client may be addressed by mutual written agreement if it materially changes the population or organization covered by the license.

18. Governing Law

This Agreement will be governed by the laws of the State of New Jersey, without regard to its conflict-of-law principles. Unless otherwise mutually agreed, disputes arising from this Agreement will be brought in a court of competent jurisdiction in the State of New Jersey.

19. Changes to This Agreement

Any material modification to this Agreement must be agreed to in writing by authorized representatives of Mark Kirsch LLC and Client. Changes to Mark Kirsch LLC's website after the Effective Date do not modify this Agreement unless the parties expressly agree otherwise in writing.

20. Entire Agreement

This Agreement, including Schedule A and any written amendments signed by both parties, constitutes the entire agreement between Mark Kirsch LLC and Client concerning the Program Materials and services covered by this engagement. It supersedes prior discussions, proposals, emails, or communications concerning those subjects.

21. Electronic Signatures and Counterparts

This Agreement may be signed electronically and in counterparts. Electronic and scanned signatures will be treated as originals to the extent permitted by applicable law.

SCHEDULE A

ENGAGEMENT DETAILS

Client Organization	_____
Client Address	_____
Approximate Number of Employees Covered by License	_____
One-Time License Fee	\$ _____

Program Materials and Services Included

- Self-paced prerecorded video (MP4);
- Presentation slides (PDF and PPT);
- Time Reclamation Cheat Sheet (PDF and PPT);
- Perpetual internal-use license to the Program Materials delivered under this engagement;
- Three one-hour live video sessions, to be used within three months; and
- Up to ten hours of customization, to be used within three months.

The included live video sessions and customization are supplemental services subject to Section 7.

Additional Services

Service	Rate / Terms
Additional Live Video Sessions	\$1,000 per one-hour session for sessions performed during calendar year 2026. Rates for sessions performed after December 31, 2026 are subject to change and may be increased by Mark Kirsch LLC.
In-Person Presentations	\$2,000 per day for services performed during calendar year 2026, including required travel days, plus reasonable airfare, ground transportation, and hotel expenses. Rates for services performed after December 31, 2026 are subject to change and may be increased by Mark Kirsch LLC.
Additional Customization	Fee to be mutually agreed upon if required.

Charitable Contribution

Mark Kirsch LLC will donate 20% of gross proceeds from this engagement, at no additional cost to Client: 10% to Boys & Girls Clubs of Mercer County and 10% to the eligible 501(c)(3) nonprofit selected by Client below.

Mark Kirsch LLC Charity (10%)

Boys & Girls Clubs of Mercer County
Check payable to: Boys & Girls Clubs of Mercer County
Mailing address: 212 Centre Street, Trenton, NJ 08611

Client-Selected Charity (10%)

Please identify the eligible 501(c)(3) nonprofit that should receive the Client-selected 10% contribution:

Nonprofit Organization	
Check Payable To	
Mailing Address	

Additional or Special Terms

ACCEPTED AND AGREED

MARK KIRSCH LLC

CLIENT

By: Mark Kirsch

Organization: _____

Signature: _____

Authorized Representative: _____

Title: _____

Title: _____

Date: _____

Signature: _____

Date: _____