



Request for Proposal

Public Relations and Trade Marketing Services – United Kingdom/Ireland and/or Germany/Switzerland/Austria



CHICAGO. TORONTO. CHRISTCHURCH.



To All Prospective Bidders:

TimeZoneOne, the public relations agency of record for the Illinois Office of Tourism (IOT), is seeking destination marketing representation in the United Kingdom/Ireland as well as Germany/Switzerland/Austria to promote Illinois as a premier leisure travel destination.

TimeZoneOne oversees the production of a variety of marketing activities for IOT, including media relations, consumer events, social media, content marketing, FAM trips, cooperative programs, trainings and seminars, and other public relations and travel trade programs – all designed to promote Illinois to consumers, media and the travel trade industry.

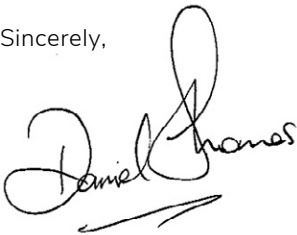
The purpose of this Request for Proposal (RFP) is to seek and retain two qualified agencies or individuals to act as the in-market specialist for marketing and sales representation in (1) UK and Ireland; and (2) Germany, Switzerland and Austria, to promote Illinois as a premier leisure travel destination. We will also consider bids for combined PR and trade and/or separate.

The annual contract period for the Scope of Work contained within this RFP is July 1, 2018 to June 30, 2019. TimeZoneOne may renew the contract each subsequent year, at its exclusive discretion. TimeZoneOne reserves the right to adjust both the subject budget and related services.

Attached is an RFP for those capable of meeting minimum requirements and carrying out the scope of work. All proposals will be carefully reviewed and evaluated based on the criteria noted in the attached document.

Notice of Intent to Bid (a non-binding document), as well as any questions you may have to clarify this RFP, are due to TimeZoneOne no later than 3:00 p.m., Central Standard Time (CST), May 25, 2018.

Sincerely,



Daniel Thomas

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REQUEST FOR PROPOSAL

Part One: Background



HELLO, WE ARE TIMEZONEONE.

We tell inspiring stories to
create exceptional results.



CHICAGO. TORONTO. CHRISTCHURCH.





1. Background

ABOUT TIMEZONEONE

TimeZoneOne is a global community of storytellers who deliver exceptional marketing results.

Specializing in destination marketing, TimeZoneOne also works with educational institutions, membership organizations, and consumer and B2B brands to grow their business.

Founded in New Zealand in 1994, TimeZoneOne's global headquarters is in downtown Chicago, with offices in Toronto, Canada and Christchurch, New Zealand; strategic partners in the UK, Japan, Germany, Mexico and China; and clients in the US, Canada, Australia and New Zealand. For more information, go to www.timezoneone.com.

ABOUT THE ILLINOIS OFFICE OF TOURISM

The mission of the Illinois Office of Tourism (IOT) is to manage tourism industry efforts that result in sustainable and significant quality-of-life benefits for Illinois residents.

In 2016, Illinois welcomed over 112 million visitors, an increase of more than one million visitors year-over-year, supporting more than 8,200 new jobs for Illinoisans. Domestic and international expenditures reached a \$37.9 billion in 2016, a \$571 million increase from 2015. Meanwhile, visitor expenditures in 2016 generated over \$2.8 billion in state and local tax revenue, an increase of \$122 million year-over-year.

For a look at the top-line initiatives and collaborative efforts that resulted in another year of continued growth for Illinois tourism last year, please see: <https://www.enjoyillinois.com/assets/PDF-Docs/Year-in-Review-2017.pdf>

2. RFP PURPOSE & AGENCY EXPERTISE REQUIREMENTS

RFP PURPOSE

The purpose of this RFP is to seek and retain a qualified agency or individual to act as TimeZoneOne's local travel marketing agency in the UK/Ireland and Germany/Switzerland/Austria, promoting Illinois as a premier leisure travel destination. Agencies and individuals will both be considered.

Proposals could be accepted and awarded for:

- + UK/Ireland
- + Germany/Switzerland/Austria
- + UK/Ireland and Germany/Switzerland/Austria
- + Trade and PR
- + Trade only
- + PR only

AGENCY EXPERTISE

Your agency or background should be a local expert in UK/Ireland and/or Germany/Switzerland/Austria travel (Travel Trade Marketing and Public Relations, including social media) along with consumer marketing and owned channel management.

OVERVIEW OF AGENCY SCOPE OF WORK

TimeZoneOne seeks a company to develop and execute a comprehensive, targeted, creative and brand-aligned program using a variety of channels which may include:

- + Travel trade marketing, training, partner coops, trade shows, FAMs and/or sales missions;
- + Public relations, earned media, digital influencers, FAMs and/or media outreach;
- + Content marketing to include IOT's owned channels and assets such as localized website, industry and consumer newsletters and social media channels; and
- + Cooperative and partnership programs with trade partners (airlines, tour operators, etc.), media (broadcast opportunities and programming) and non-endemic partners (local brands in the consumer or travel product space).

3. CONTRACT TERM

The initial contract term shall be one year. TimeZoneOne reserves the right to renew its agreement prior to the end of each contract term, provided funding to do so is appropriated for this purpose in subsequent budgets. There will be an oral review approximately six months after the contract date and subsequent reviews annually in each year the contract is renewed. Proposed renewals are also assessed according to program direction, funding, and consistency of price and scope of work continuity.

4. AVAILABLE FUNDS

Blended hourly rate must be capped at a maximum of \$125 USD per hour. TimeZoneOne reserves the right to adjust both the budget and related services.

5. EVALUATION PROCESS & CRITERIA

TimeZoneOne will form a committee to evaluate the written proposals. The criteria for the scoring of the proposals is included as Attachment C. The committee may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each Proposer will reflect a consensus of the evaluation committee. Any attempt by a Proposer to contact a member of the evaluation committee outside the RFP process, in an attempt to gain knowledge or an advantage may result in disqualification of Proposer.

The top finalists chosen by the evaluation committee will be asked to provide oral presentations to the evaluation committee and allow the committee to conduct in-person office visits. All proposers and key team members working on the account should ensure they are available for the on-site visits during the dates presented in the Tentative Schedule. After the oral presentations, there will be a question and answer period. You will be notified of the total presentation time. In addition to Proposer management, key personnel performing day to day activities will be requested to attend. The criteria for the scoring of the oral presentations is included as Attachment C.

Please note: Upon completing the selection process under this RFP, TimeZoneOne will notify the winning Proposer and all other Proposers who were not selected. TimeZoneOne deliberations are confidential. Accordingly, while we understand that non-selected proposers may wish to ascertain reasons for their non-selection, TimeZoneOne is unable to respond to any subsequent questions and/or requests for information as to why a company was not selected.



6. TENTATIVE SCHEDULE

This tentative schedule may be altered at any time at the discretion of the Commission

TIMING	ACTION
May 21	RFP public announcement
May 25 at 3pm CST	Deadline for agency to submit Intent to Bid and Questions
May 29	Q&A provided to proposers
June 8 at 2pm CST	Deadline for agency to submit proposal
June 11	Proposal review begins
June 15	Finalists selected and notified
June 18-22	Interviews
June 25	Selected proposer notified
July 1	Contract begins

7. MINIMUM REQUIREMENTS

Proposals may be rejected if minimum requirements are not met.

QUESTIONS

All Proposers wishing clarification of this RFP must submit questions via email to:

RFP Submissions rfp@timezoneone.com by the date and time referenced in Section 6, Tentative Schedule.

NOTICE OF INTENT TO BID

Notice of Intent to Bid, Attachment A, must be received by May 25, 2018 at 3 p.m. CST. The notice must be submitted via e-mail to rfp@timezoneone.com. The Notice of Intent to Bid is non-binding; however, it ensures the receipt of all addenda related to this RFP. Proposals will be accepted only from applicants who submitted a timely Notice of Intent to Bid.

BUDGET FORM

A complete Budget Form (Attachment B) must be included, and must include all requested budget line items. All costs associated with the Scope of Work must be included in the format provided in U.S. dollars. Costs for developing proposals are entirely the responsibility of the proposer and shall not be reimbursed by TimeZoneOne. All proposers agree that budget costs submitted with their proposals are valid for 180 days from the date TimeZoneOne receives your proposal.

FINANCIAL STATEMENTS


Proposers are required to demonstrate financial viability for maintaining the account. Please provide one copy of GAAP / IAS compliant financial statements, including but not limited to:

- + Income Statement; and
- + Balance Sheet.

All of the above Financial Statements must be the most recent statements available, but no more than 12 months old. Financial statements are to be submitted in a sealed envelope. After review, all financial statements will be destroyed or returned to Proposer.

If Proposer would like a Non-Disclosure Agreement (NDA) signed, please complete, sign, and return the NDA (Attachment D) along with your Intent to Bid form by the date specified in the Tentative Schedule.

Financial Statements are not required to be audited.



Please note that financial statements are not optional, but a minimum requirement, even for private companies. Proposers who do not provide financial statements will not be considered.

Financials for Joint Proposals

If proposal is a joint proposal, you must submit financial statements for both Proposers.

EXPERIENCE AND COMPETENCIES

- + Agency or individual must have at least five years' experience as an in-market specialist for destination marketing organizations.
- + Agency or individual must have core competencies in the following areas.
 - Travel Trade Marketing and Sales;
 - Public Relations / Media Relations;
 - Social Media Marketing; and
 - Marketing services and partnership marketing.

CONFLICTS OF INTERESTS

You or your company must not have any direct interest in any tour wholesaler companies, general travel agencies, or commercial or charter airlines based in the markets you are submitting the proposal for.

RESERVED RIGHTS

All proposals submitted shall become the property of TimeZoneOne and shall not be returned to the Proposer. TimeZoneOne also reserves the right to:

- + Reject any and all bids;
- + Waive any or all mandatory requirements, if no proposers meet one or more of those requirements;
- + Cancel this RFP;
- + Revise the amount of funds available under this RFP;
- + Amend this RFP as needed; and
- + Not select a vendor and award a contract from this RFP.

CONTRACT AWARD

The Scope of Work and all tasks involved will be subject to negotiation between TimeZoneOne and the Awardee for the initial contract period. The details of your proposal will be used to negotiate the contract scope of work, and to evaluate your overall proposal as described in Attachment C, Written & Oral Proposal Evaluation Criteria.

8. Billing

We limit contractor invoicing to two invoices per month. One invoice shall be for Administration & Overhead. The other invoice shall be for out of pocket expenses. Receipts are required for all out of pocket expenses.

The budget for this RFP and all administrative and overhead payments shall be made in U.S. dollars. The RFP budget shall not be adjusted for the rate of currency exchange.

9. AGENCY GOALS & KEY ACTIVITY REQUIREMENTS

OVERALL GOAL

The overall goal for IOT is to increase hotel/motel tax. The goal of your company in relation to this work is to help increase the number of visitors to Illinois from UK/Ireland and/or Germany/Switzerland/Austria while acting as the IOT liaison in market. All marketing activities must support bookable product.

REQUIREMENTS & RESPONSIBILITIES

- + Develop a proactive marketing program that enhances the position of Illinois as a premier leisure travel destination to consumers in UK/Ireland and/or Germany/Switzerland/Austria.
- + Promote Illinois to potential visitors using a variety of marketing channels that include public relations, travel trade, FAMs, consumer website, social media, digital strategy and publications. The contractor will work with staff, and other agencies appointed by TimeZoneOne or IOT to ensure Illinois is prominently positioned with consumers, key travel trade, media and influencers.
- + Create consumer content strategy including content distribution, creation and localization.



Management of IOT's owned channels, including Facebook. This includes coordinating with TimeZoneOne and other agencies also working on behalf of IOT.

- + Develop a robust marketing program to key travel trade audiences – travel agents and tour operators – designed to inspire and educate on what Illinois has to offer to increase share of featured product as well as sales. Airline, OTA and retail partnerships are important to our strategy in the UK/Ireland and Germany/Switzerland/Austria markets.
- + Develop a public relations strategy that will focus on securing placements across broadcast, digital and print media channels and engaging digital influencers to reinforce Illinois' position as a top destination for leisure travel.
- + Develop consumer marketing programs which may include consumer activations, off-line brand immersive experiences and other tactics, in partnership with endemic and non-endemic companies and brands to increase awareness of the Illinois brand.



REQUEST FOR PROPOSAL

Part Two: Proposal



1. PROPOSAL STRUCTURE

Your proposal shall contain the following sections:

- + Company Background;
- + Conflict of Interest Requirements;
- + Company Management & Staff;
- + Sub-Contractor Requirements;
- + Marketing Proposal and Scope of Work;
- + Budget Form; and
- + Financials.

Please ensure your proposal includes the following:

- + A table of contents or index which lists each key section of your proposal;
- + Page numbers; and
- + A method to identify key sections of your proposal.
- + Please also place sections of your proposal in the order they are presented within this RFP.

2. COMPANY BACKGROUND

Please include the following items:

- + A letter of interest;
- + A description of your company's primary services;
- + The year in which your company was formed;
- + Your company's experience in marketing and specifically within the tourism industry;
- + Your company's experience within key disciplines, including travel trade, media relations, consumer and trade events, and social media;
- + The address from which the primary work on the contract would be performed;
- + Numbers of total employees and contractors, within your market and worldwide, if applicable; and
- + A current and past client list.



3. CONFLICT OF INTEREST

- + Please list all tourism-related clients for whom you have acted in country during the past 24 months. Please include a brief description of the type of activity and services you provide.
- + Please include a statement that you have no conflict of interest between any of your existing contracts. Client relationships that could potentially be a conflict of interest should be listed and include a discussion of how you will resolve the potential conflict of interest.

4. COMPANY MANAGEMENT & STAFF

Please include the following items:

- + The contract manager for this scope of work; and
- + The individuals who will be conducting the day to day work.

5. SUB-CONTRACTORS

Please identify all proposed subcontractors for work that exceeds USD \$5,000 annually.

For each sub-contractor:

- + Document which portions of service they will perform;
- + Describe their ability to perform the work;
- + Provide the name and background of their company, if applicable; and
- + Provide resumes and/or biographies of staff assigned to your account.

6. MAIN SCOPE OF WORK CATEGORIES

The main Scope of Work categories included within the contract resulting from this RFP will be accepted for:

- + UK/Ireland
- + Germany/Switzerland/Austria
- + UK/Ireland and Germany/Switzerland/Austria
- + Trade and PR
- + Trade only
- + PR only



7. PROPOSAL PROGRAMMING TIMEFRAME & BUDGET

Initial and subsequent year contracts are based on 12-month periods and budgets. However, for the purposes of this proposal, please base your work plan on two (2) years of activities and the defined scope of work.

8. PROPOSAL NARRATIVE

Each proposer must include a complete and detailed discussion, in a narrative format, for each of the items listed in the following section. The discussion of these items will be used to evaluate the proposer's qualifications for effectively delivering the requirements outlined within this RFP.

Your discussion should include:

- + Details and strategies of how you intend to accomplish the tasks involved;
- + Your experience in accomplishing those tasks;
- + Estimated timeframes for accomplishing those tasks;
- + An implementation schedule; and
- + Any deliverables you may provide that will be derived from those tasks.
- + In addition, you should also include:
 - + A discussion of any relevant managerial experience;
 - + Examples of any relevant past projects that demonstrate your skills and qualifications; and
 - + Any other relevant information and evidence to support your skills and qualifications for successfully executing this scope of work and meeting our objectives.

9. PROPOSAL SCOPE OF WORK

Overview

Please provide a narrative discussion of the following items (300 words max. for each):

- + Market overview;
- + Conditions in the marketplace - trends, shifts and opportunities;
- + Competitive analysis for Illinois from the market perspective; and
- + Marketing objectives



Key Scope of Work Categories

Please provide a detailed marketing strategy for the following items:

- + Media Relations (1 page)
- + Social Media (1 page)
- + Travel Trade (2 pages)
 - Events
 - Educational

Media Relations Strategy.

Media Relations strategy(s) to include, but not be limited to, the identification of potential story angles against market niches; support needed to achieve destination coverage; identification of unconventional means to gain exposure; target publications that align with the targeted lifestyle segments; identification of media vehicles from traditional print to social media.

Social Media Strategy.

Social Media strategy(s) to include, but not be limited to, in overview of how in-market consumers use social media in travel decision-making process; social influencers; identification of social content pillars; support needed to drive content engagement and clicks to IOT website; means to gain engagement, increase link clicks and grow fan base.

Travel Trade Strategy.

Travel Trade strategy to include, but not be limited to, the identification of new initiatives to promote Illinois during the course of the year to the Travel Trade; the determination of new strategies to participate in targeted co-opportunities with airlines and travel trade, and cooperative marketing opportunities targeting key niche audiences. Develop a progressive strategy to align Travel Trade distribution channels and opportunities for partnerships, including identifying actions to align with wholesalers, on-line travel agencies (OTAs), airlines, and retail travel agencies.



Events Strategy.

Identify and develop a schedule for participation in industry and consumer events, tradeshow, sales missions, workshop presentations, and seminars that reflect participation level consistent with IOT goals. This will also include the expansion of product development in the market.

Educational Strategy.

Educational strategy(s) and activities to educate and train tour operators and retail agents about Illinois, including but not limited to familiarization trips; on-line training programs and other creative vehicles to educate and communicate our destination product.

Agency Video

TimeZoneOne's selection committee would like to know more about your agency and its personnel. Please submit no more than a five-minute video (with a link to your video – e.g. on your website, youtube.com, vimeo.com, etc.) within your proposal that (1) introduces us to each member of your staff who will be working on this account, (2) has each staff person discuss their experience within their area of expertise, and (3) presents your office space. Video does not have to be high quality in production and can be done with a smart phone.





10. DELIVERY OF PROPOSAL

Each bidder is required to deliver an electronic version of their proposal in PDF format to rfps@timezoneone.com.

In addition to delivering an electronic version, a hard copy may also be mailed if you wish via courier such as FedEx or UPS.

TimeZoneOne
Request for Proposal Committee
410 N. Michigan Avenue, Suite N700
Chicago, IL 60611
USA

Proposals may not be faxed. Proposals must be received by the date and time referenced in the Tentative Schedule. Late submissions will not be accepted.

Part Three:
Intent to Bid
Budget
Evaluation Criteria
Non-Disclosure Agreement



ATTACHMENT A: NOTICE OF INTENT TO BID

Due: MAY 25, 2018

3:00 PM CST

Send to: rfp@timezoneone.com

Name of Proposer:	
Contact Person:	
Mailing Address:	
Agency URL:	
Telephone Number:	
Email Address:	
Signed:	





ATTACHMENT B: BUDGET FORM – FINANCIAL

Budget Line Item	Activities/Description	Cost
Public Relations		
Social Media		
Travel Trade		
Consumer and Trade Events		
Trade Education		
Account Administration <i>(include only your retainer / fee)</i>		
Other <i>(include any other expenses not included above)</i>		
TOTAL		



ATTACHMENT C: WRITTEN & ORAL PRESENTATION / PROPOSAL EVALUATION CRITERIA

Written proposals will be reviewed, evaluated and scored by an evaluation committee. The evaluation committee may, if they deem necessary, select certain proposers for oral interviews. Interviews apply only to the top finalists, as determined by the evaluation committee. Evaluation of written and oral proposals will be based on the following criteria.

Criteria	Max. Points	Score
1. Overall Experience of Agency/Individual – PR/Social Media Our evaluation will include an assessment of such items as the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, and related items.	10	
2. Overall Experience of Agency/Individual – Trade Our evaluation will include an assessment of such items as the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, and related items.	10	
3. Scope of Work Our evaluation will include an assessment of the quality of proposed strategies, creativity, detail of plan, ROI measurement systems, and related items.	20	
4. Familiarity with IOT Brand and Product Our evaluation will include our assessment of your understanding of our organization and how you integrated this knowledge into your proposal, cultural fit, and related items.	10	
5. Qualifications of Personnel Our evaluation will include an assessment of the qualifications, experience, and creativity of your managerial team, staff, and subcontractors, and related items.	10	
6. Capabilities Our evaluation will include an assessment of your past performance related to developing effective public relations / marketing programs.	20	
7. Cost Effectiveness The maximum services are provided in relation to the fees charged and value of overall project. The budget is reasonable and appropriate.	20	



ATTACHMENT D: NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of _____ by and between _____ and _____
TIME ZONE ONE, INC. ("TZO"), of 410 N. Michigan Avenue, Suite N700, Chicago, IL 60611, United States.
_____ and _____

TZO desire and agree to the terms herein in relation to the Request for Proposal for Public Relations and Trade Marketing Services – United Kingdom/Ireland and/or Germany/Switzerland/Austria (the "Pitch").

Throughout the duration of this Agreement, each party hereto (the "Disclosing Party") may deem it necessary and desirable to disclose certain Confidential Information (as defined below) to the other (the "Recipient"). Therefore, in consideration of the mutual promises and covenants contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

Confidential Information

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, (i) any form of marketing plan strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies; (ii) plans for products or services and customer supplier lists; (iii) any scientific, technical or data information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, knowledge, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing statement to the contrary, Confidential Information shall not include any such information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third party source not known, after diligent inquiry, by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality; (iii) is or shall become publicly available through no fault or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Compelled Disclosure shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the herein contained terms and conditions of this Agreement or reference or access to any Confidential Information.





Confidential Information Disclosure

The Disclosing Party may deem it necessary, from time to time, to disclose or make available Confidential Information to the Receiving Party. It shall then become the responsibility of the Receiving Party to: (i) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (ii) advise its Representatives of the proprietary nature of the Confidential Information and the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; (iii) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and (iv) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by the Federal Rule of Evidence 408 – Compromise Offers and Negotiations.

Induced Disclosure of Confidential Information

Notwithstanding anything in the foregoing clauses to the contrary, the Receiving Party may be compelled to disclose Confidential Information pursuant to any governmental, judicial or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent feasible, the Disclosing Party in writing of any such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party provides (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent feasible, the Disclosing Party with any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.



Independent Development

Receiving Party may currently or in the future be developing information internally, or receiving information internally, or receiving information from other parties that may be similar to the Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

Term

The herein contained Agreement shall remain in effect into perpetuity, and the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

No Warranty

All Confidential Information is provided by Disclosing Party "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, the parties hereby agree that, in addition to all other remedies available to the Disclosing Party at law, in equity or otherwise, the Disclosing Party shall be entitled to injunctive relief that would prevent further dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement or to prevent an actual or threatened violation of this Agreement; and the Disclosing Party shall be entitled to enforce the provisions hereof, without showing or proving any actual damage to the Disclosing Party or posting any bond in connection therewith. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.



Return of Confidential Information

Upon completion, expiration or termination of this Agreement, the Receiving Party shall immediately return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts of derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of this Agreement or (ii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, with the prior written consent of the Disclosing Party, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and/or information.

Non-Circumvention

The Recipient shall not at any time prior to twelve (12) months, without the prior written consent of the Disclosing Party, which consent the Disclosing Party may withhold at its sole discretion, (i) attempt in any manner to deal directly or indirectly with any contact persons or other individuals or companies related to the Disclosing Party including by having any part of or deriving any benefit from the Disclosing Party's Company or any aspect thereof, or (ii) by-pass, complete, avoid, circumvent, or attempt to circumvent the Disclosing Party relative to the potential business transaction including by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

Notice of Breach

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

No Legally Binding Agreement for Transaction

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledges and agrees that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transactions at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should and such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.



Warranty

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. The parties acknowledge that although they shall each endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of such Confidential Information in violation of this Agreement.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

Governing Laws

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Illinois applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Illinois shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Severability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.



Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery, on the date of said delivery; (ii) in the case of delivery by a nationally recognized overnight courier, on the third business day following dispatch; and (iii) in the case of mailing, on the seventh business day following the mailing.

Transfer or Assign

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation or law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Miscellaneous

The receipt of Confidential Information pursuant to this Agreement shall not prevent or in any way limit either party from: (i) developing, making or marketing products or service that are or may be competitive with the products or services of the other; or (ii) providing products or services to other who compete with the other.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the aforementioned effective date.

TimeZoneOne, Inc.

Proposing Party

By: _____

Daniel Thomas

By: _____

Name: _____

Name: _____

