Employer Branding
Recruitment Advertising and Marketing
Internal Communications &
Employee Engagement

Procurement Kit
Updated: Aug. 30, 2014
# Table of Contents

**ABOUT US** ................................................................................................................. 4  
  WE'RE JWT INSIDE ........................................................................................................... 4  
  J. WALTER THOMPSON ..................................................................................................... 4  
  WPP GROUP .................................................................................................................... 4  

**COMPANY AT A GLANCE** .......................................................................................... 5  
  CORPORATE HEADQUARTERS ....................................................................................... 5  
  DUNS ................................................................................................................................ 5  
  YEAR FOUNDED ............................................................................................................... 5  
  NUMBER OF EMPLOYEES .............................................................................................. 5  
  NUMBER OF OFFICES ...................................................................................................... 5  
  2013 FINANCIAL REPORT (WPP GROUP) ....................................................................... 5  
  PRIMARY SERVICE LINES ............................................................................................... 5  
  COMMON DELIVERABLES ................................................................................................. 5  

**CONTACT INFORMATION** .......................................................................................... 6  
  CORPORATE HEADQUARTERS ....................................................................................... 6  
  ADDITIONAL OFFICES ..................................................................................................... 6  
  BUSINESS DEVELOPMENT ............................................................................................... 6  
  RFP SUBMISSION REQUESTS .......................................................................................... 6  
  CORPORATE WEBSITE ................................................................................................... 6  
  THOUGHT LEADERSHIP .................................................................................................... 6  
  SOCIAL MEDIA .................................................................................................................. 6  

**LEADERSHIP TEAM** ................................................................................................... 7  
  EXECUTIVE LEADERSHIP ............................................................................................... 7  
  OFFICE LEADERSHIP ...................................................................................................... 7  
  PRACTICE LEADERSHIP ................................................................................................. 7  
  BUSINESS DEVELOPMENT .............................................................................................. 7  

**OUR PRODUCTS AND SERVICES** ................................................................................. 8  
  EMPLOYER BRANDING AND CULTURE ......................................................................... 8  
  RECRUITMENT ADVERTISING AND MARKETING .......................................................... 8  
  INTERNAL COMMUNICATIONS AND EMPLOYEE ENGAGEMENT ..................................... 8  
  TECHNOLOGY PRODUCTS .............................................................................................. 9  

**CASE STUDY DOWNLOADS** ....................................................................................... 10  
  EMPLOYER BRANDING ................................................................................................... 10  
  RECRUITMENT ADVERTISING AND MARKETING .......................................................... 10  
  INTERNAL COMMUNICATIONS AND EMPLOYEE ENGAGEMENT ..................................... 10  

**AWARDS AND RECOGNITION** ..................................................................................... 11  
  CEA (CREATIVE EXCELLENCE AWARDS) ....................................................................... 11  
  IAC (INTERNET ADVERTISING COMPETITION) ............................................................... 11  
  TELLY AWARDS ............................................................................................................. 11  
  HEALTHCARE INTERNET CONFERENCE AWARDS: ....................................................... 12  
  WEB MARKETING ASSOCIATION (WEBBYS) .................................................................... 12  
  RAGANS HEALTH CARE PR AND MARKETING AWARDS .............................................. 12  
  RAGANS EMPLOYEE COMMUNICATIONS AWARDS ....................................................... 12  
  iNOVA .............................................................................................................................. 13  
  ASTER AWARDS ............................................................................................................. 13  
  PR DAILY’S SOCIAL MEDIA AWARDS .......................................................................... 13  
  PR DAILY’S VIDEO AWARD ............................................................................................. 13  

**OUR APPROACH** ........................................................................................................ 14  

**NON DISCLOSURE AGREEMENT** ............................................................................... 16
About Us

We're JWT INSIDE.
We're a specialized division of J. Walter Thompson (JWT), and since 1949, we've been advancing employee engagement worldwide through employer branding, internal communications, recruitment advertising and digital solutions.

As a wholly owned subsidiary of JWT, one of the largest and most storied advertising agencies in the world, our company has been serving leading organizations worldwide for more than 65 years. We are a national organization with full-service account, digital and creative hubs in Los Angeles, Atlanta, New York and Washington D.C., as well as account-service leadership and support in key markets throughout the U.S. and Canada.

We are also part of WPP, a world leader in marketing communications, so while we have the energy, flexibility and focus of a boutique agency, we have direct access to powerful global resources. This means we can offer our partners the nimble creativity and responsiveness of a boutique agency along with the extensive global and local resources of JWT

J. Walter Thompson
J. Walter Thompson is a marketing communications brand. It is headquartered in New York and has more than 200 offices in over 90 countries. With a network of nearly 10,000 marketers, it has an influential presence in the global advertising sector. As the fourth-largest agency network in the world, JWT is one of the key subsidiaries of the WPP Group (NASDAQ:WPPGY). It consistently ranks among the world’s top agency networks.

http://www.jwt.com

WPP Group
WPP Group is a British multinational advertising and public relations company with its main management office in London, England, and its executive office in Dublin, Ireland. It is the world’s largest advertising company by revenues, and employs around 179,000 people in 3,000 offices across 110 countries. It owns a number of advertising, public relations and market research networks, including Grey, Burson-Marsteller, Hill & Knowlton, JWT, Ogilvy Group, TNS, Young & Rubicam and Cohn & Wolfe.

http://www.wpp.com
Company At A Glance

Legal Company Name
JWT Specialized Communications (DBA JWT INSIDE)

Corporate Headquarters
INSIDE Los Angeles 6300 Wilshire Blvd, 19th Floor Los Angeles CA 90048

DUNS
02-863-068

Year Founded
1949

Number of Employees
100

Number of Offices
4 Full-Service hubs: Los Angeles, New York, Atlanta, Washington DC
6 Satellite Offices: San Francisco, San Diego, Seattle, Chicago, Cincinnati, Philadelphia

2013 Financial Report (WPP Group)

Primary Service Lines
Employer Branding
Recruitment Advertising
Recruitment Marketing
Employee Engagement

Common Deliverables
Employer value propositions and positioning statements
Stakeholder workshops and findings reports
Creative campaign tag lines, visual designs and copywriting
Employee and candidate research reports
Recruitment media planning and purchasing
Video planning, pre-production, video shoots and post-production
Career website, microsite and landing page development
Corporate process or tool rebranding
Social media strategy and community management
Search engine marketing campaign planning, development and monitoring
Recruitment technology tools
Contact Information

Corporate Headquarters
INSIDE Los Angeles
6300 Wilshire Blvd, 19th Floor
Los Angeles CA 90048
Phone +1 310 3098282
Fax +1 310 3098283

Additional Primary Offices
466 Lexington Ave 607 14th St NW 3630 Peachtree Road
Fifth Floor Suite 520 Suite 1200
New York, NY 10017 Washington, DC 20005 Atlanta, GA 30326
+1 212 210 7700 +1 202 628 2076 +1 404 365 7300

Business Development
Ian Kaplan
Head of Business Development
ian.kaplan@jwt.com
+1 212.210.8018

RFP Submission Requests
Requests for RFP submission maybe emailed directly to ian.kaplan@jwt.com or sent by mail to:

Ian Kaplan
JWT INSIDE
466 Lexington Ave
Fifth Floor
New York, NY 10017

Corporate Website
http://www.jwtinside.com

Thought Leadership
http://www.insideemployerbranding.com
http://www.socialrecruiterguide.com
http://hrhaschanged.com

Social Media
Facebook: https://www.facebook.com/jwtinside
Twitter: http://twitter.com/jwtinside
Instagram: http://instagram.com/jwtinside/
Pinterest: http://www.pinterest.com/search/pins/?q=jwt+inside
Google+: https://plus.google.com/u/0/110857177675460891826/posts
LinkedIn: https://www.linkedin.com/groups?mostPopular=&trk=tyah&gid=1555927
Leadership Team

Executive Leadership

John Windolph  
Chief Executive Officer  
Washington, DC  
john.windolph@jwt.com

Jeff Press  
Chief Financial Officer  
Santa Monica, CA  
jeff.press@jwt.com

Kai Yen  
Chief Technology Officer  
New York, NY  
kai.yen@jwt.com

Office Leadership

Leslie Salmon  
Managing Director  
Santa Monica, CA  
leslie.salmon@jwt.com

Olga Haygood  
Managing Director  
Washington, DC  
olga.haygood@jwt.com

Bruce Carey  
Creative Director  
Los Angeles, CA  
bruce.carey@jwt.com

Julia Toth  
Creative Director  
Atlanta, GA  
 julia.toth@jwt.com

Practice Leadership

Michael Savage  
Director, Branding and Culture  
New York, NY  
michael.savage@jwt.com

Business Development

Ian Kaplan  
Head of Business Development  
New York, NY  
ian.kaplan@jwt.com
Our Products and Services

Employer Branding and Culture
- Employer Branding
- Employer Positioning Statements
- Employee Value Propositions
- Candidate and Employee Research
- Messaging Architecture
- Creative campaign development
- Stakeholder Alignment Workshops
- Recruiter Toolkits
- Culture Assessment
- Persona Development

Recruitment Advertising and Marketing
- Candidate Experience Optimization
- College and Campus Communications
- Collateral and Brochures
- Employee Referral Programs
- Event Development & Management
- HR Analytics/Metrics Benchmarking
- Job Board and Media Planning, Negotiation & Management
- Mobile and Web Banners & Campaigns
- Media Performance Tracking & Analytics
- Diversity Recruiting
- Digital Strategy (Web, Social and Mobile)
- Pay-Per-Click Campaign Development & Management
- Social Campaign Development & Community Management
- Search Engine Optimization
- Responsive Career Website Design & Programming
- Mobile Web and App Design & Programming
- Video Production

Internal Communications and Employee Engagement
- Change management messaging
- 360 Degree Employee Surveys (onboarding, new hire, engagement, exit)
- Employee Engagement Programs
- On-Boarding Programs
- Employee Opinion Surveys
- Diversity and Inclusion
- Culture Change
- Offboarding and Alumni Programs
- Intranet Branding and Development
- Performance Management Branding and Development
Technology Products

JWT Inside Track
Know where your media is well spent. Measure job media effectiveness in any medium and compare channel and media performance to understand where your media is working best.

Infosheet Download:

EasyPost
Automate, streamline and synchronize your recruiting efforts. Post to up to 400 job boards in a single transaction. Ensure every member of your recruiting team has access to approved assets.

Infosheet Download:

JWT Job Blaster
It’s SEO for the candidate experience, driving more organic traffic to your careers site while creating better landing pages that inspire more qualified applications.

Infosheet Download:
Case Study Downloads

Employer Branding

UCLA Health – Employer Branding
We expanded on UCLA Health’s consumer tagline, “It begins with U,” giving it new meaning for employment communications.

Dignity Health – Employer Branding
“Dignity Health is challenging the health care industry to return to what truly matters: caring for people.”

Recruitment Advertising and Marketing

T-Mobile – Employee Generated Content
“No one can tell your story better than your employees do.”

Dignity Health – Responsive Career Website
“Giving candidates access to the nation’s 5th largest hospital network in the palm of their hand.”

Internal Communications and Employee Engagement

LF USA – Social Intranet
“Creating true employee engagement through an immersive intranet experience.”
Awards and Recognition

**CEA (Creative Excellence Awards)**
- 2012 Grand Prize – Best Multimedia Campaign – GM
- 2013 Grand Prize – Print Advertising & Promotions – Farmers Insurance Collateral
- 2012 First Place – Best Multimedia Campaign – Bloomberg, New Type B
- 2013 First Place – Collateral – Farmers Insurance
- 2012 First Place – Interactive Media, Social Media Marketing – The Home Depot
- 2013 Second Place – Mobile Marketing – UCLA Health Careers App
- 2012 Second Place – Interactive Media, Video, – “Live the Pacific Life” Video
- 2013 Third Place – Print Advertising Ad Campaign, BAE Systems
- 2013 Third Place – Print Advertising and Promotions Ad Campaign, DoS
- 2013 Third Place – Interactive Media, Booth - Dignity Health
- 2012 Third Place – Employee Communications Motivation Program – Jiffy Lube
- 2013 Best Multi-Media Campaign – Novo Nordisk Diversity – “Peopleologists”
- 2012 Best Multimedia Campaign – Diversity Novo Nordisk “Usology”
- 2014 Grand Prize Interactive T-Mobile
- 2014 First Place Careers website T-Mobile
- 2014 Grand Prize Retail Realistic Job Preview T-Mobile
- 2014 Third Customer Service Realistic Job Preview T-Mobile

**IAC (Internet Advertising Competition)**
- 2011 Best Employment Interactive Applications, UCLA Health Systems eBrochure

**Telly Awards**
- 2013 Bronze Award: City of Hope "We Care”
  Non-Broadcast Productions – Employee Communications
- 2013 Bronze Award: UCLA Health “Tim”
  Non-Broadcast Productions – Cinematography
- 2013 Bronze Award: Pursue Your Career!
  Non-Broadcast Productions/Cinematography
- 2013 Bronze Award: City of Hope "We Care”
  Non-Broadcast Productions/Cinematography
- 2015 Bronze Online Video
  Online Webisodes, Segments, or Promotional Pieces – Employee Communications T-Mobile
2015 Bronze Online Video
Online Webisodes, Segments, or Promotional Pieces – Employee Communications ANN INC

2015 Bronze Online Video
Online Webisodes, Segments, or Promotional Pieces – Videography/Cinematography
"Le Recruteur"

2015 Bronze Commercial
Regional TV & Multi-Market Cable – Institutional/Corporate Image VA “Together VA” Spot

Healthcare Internet Conference Awards:
2013 Best Employee Recruitment Site – Veterans Affairs

Web Marketing Association (Webbys)
2013 Employment Standard of Excellence – Outstanding Achievement in Web Development – Veterans Affairs

Web Award
2015 Employment Standard of Excellence Employment UCLA Health Career Site

W3 Award
2015 Silver Mobile Features – Best Use of Mobile Camera T-Mobile – Retail Sales Job Preview
2015 Silver Mobile Features – Best Use of Mobile Camera T-Mobile – B2B Sales Job Preview
2015 Silver Together VA Online Video – Public Service

Ragan’s Health Care PR and Marketing Awards
2013 Honorable Mention – Best Infographic – Veterans Affairs
2015 Honorable Mention TV Spot – Best Use of Video VA “Together VA” Spot
2015 Honorable Mention PSA – Best Use of Video My Reason to Serve
2015 Honorable Mention Best Social Media Campaign VA “Together VA” Spot

Ragan’s Employee Communications Awards
2013 Honorable Mention – Best Use of Social Media – Veterans Affairs
iNOVA
2013 Gold Award – Best Healthcare Careers Site – Veterans Affairs
2015 Silver Award – Corporate Websites: Careers/Recruitment – Dignity Health

ASTER AWARDS
2013 Gold Award – Government Agency – Brochure Advertising – Veterans Affairs
2013 Gold Award – Government Agency – Social Media – Veterans Affairs
2013 Silver Award – Government Agency – Veterans Say Campaign – Veterans Affairs
2013 Silver Award – Government Agency – Website Advertising – Veterans Affairs

PR Daily’s Social Media Awards
2013 Best Use of Social Media for Brand Awareness – Veterans Affairs

PR Daily’s Video Award
2013 Best Recruitment Video – GM
2013 Honorable Mention – Recruitment – City of Hope
2013 Honorable Mention – Training – UCLA Healthcare
Our Approach

People join cultures, not companies.
And we believe that if you can clearly articulate the culture of your brand, you will create a company that employees want to remain at, and candidates want to join.

We are different.
From talent acquisition to employer brand strategy and activation, internal communications strategy and execution, and leadership communications, we efficiently recruit and retain within the department’s enterprise. JWT INSIDE is an engine of engagement because we believe that’s why people come to work. Our communications solutions are designed to channel, hone, advance and even catalyze employee engagement.

We are storytellers.
We approach our work first as strategists and marketers, and then craft a targeted and uniquely engaging experience. Our goal is to help people connect emotionally with their employer throughout the career cycle. It’s more than pretty words and pictures at JWT INSIDE. Here, the story emerges from the strategy.

Innovation is in our blood.
We’re always working to advance, reinvent and evolve the working world with groundbreaking tools and techniques that give clients a real competitive advantage. For example, the JWT INSIDE 4 Truths™ process revolutionizes employer brand development, resulting in an Employer Value Proposition that is genuinely useful and inspiring. And, our award-winning JWT INSIDE Track™ puts instant, real-time metrics right on your desktop.

Our creative approach is collaborative.
JWT INSIDE’s media, interactive, creative, account service and video production teams work together to develop the candidate/employee experience. The results are insightful, inventive and seamless—and consistently honored with awards, both inside and outside our sector.

Our video resources are in-house.
At JWT INSIDE, we’re leveraging the power of online video for our clients. We are staffed with experienced cinematographers, editors, writers and project producers, and have invested in high-definition digital cinema technology. As a result, we can produce exceptional videos efficiently and cost effectively, telling our clients’ stories powerfully and cinematically.

Our thinking is different.
We believe brand activation starts with an organization’s own people acting as brand ambassadors. We believe that everything matters, from media selection and event presence, to lobby design and the interview process.
We deliver on passion and experience.
As part of WPP and the global JWT network, JWT INSIDE is able to tap into an unrivaled range of specialized tools and resources to provide our clients with a full spectrum of communications solutions. We are able to draw on the best practices of consumer digital marketing, as well as in the digital recruitment space. We go beyond the offerings of traditional recruitment advertising agencies by delivering innovative solutions that encompass the entire candidate journey, from awareness and attraction to engagement and retention. No other agency can provide the levels of experience and passion in both the recruitment and consumer digital space. We recognize the impact of post-Web 2.0 technologies, mobile media and social networks. We’re changing not only how our clients attract talent, but also how they are positioned in the industry.

Technology-driven.
Our technology solutions are not one-size-fits-all. They include proprietary collaboration tools, ad placement capabilities, a posting engine, performance analytics and tracking dashboards, and solutions that help clients attract talent more effectively and efficiently. These products were initially an outgrowth of a client council that we convened to help architect solutions to their most critical recruitment problems. They have since advanced to include improved user interfaces and capabilities that match the evolving talent marketplace. We will continue to invest in these platforms to enhance the user experience for our clients and to keep pace and lead in the recruitment market.

Digital marketing solutions.
Our digital marketing services offering is unique within the marketplace, positioning digital marketing strategists alongside the social media, analytics and search engine optimization teams to provide truly optimized experiences that are data-driven, shareable, findable and trackable. This is how we become the experts in understanding where potential candidates exist in the social sphere, as well as how to best approach them. These insights inform business enhancements and marketing decisions, evolving into opportunities that continuously meet and/or exceed business and brand goals.

Trendspotting.
JWT’s “10 Trends” report is an annual year-end forecast of key trends that will drive or significantly impact consumer behavior for the near future. It is released each December and produced by our JWT Intelligence group. This group is a center for provocative thinking – focused on identifying changes in the global zeitgeist to convert shifts into compelling opportunities for brands. Please click on this link below to review the executive summary of the Top 10 Trends for 2014: http://www.slideshare.net/jwtintelligence
Creative Excellence

At JWT INSIDE, it’s not enough for us to be recognized simply for the work we do. We aim to be recognized as pioneers in changing the way the world works.

Our commitment to leading the industry is as strong as ever. And to deliver on that commitment, we first start with our own internal approach to recognizing truly great work. Our Pioneering Scale guides us in discovering new territories for our clients, communications that solve business problems in new ways, discovering new insights, new creative strategies, and go places that our industry hasn’t explored before.
Non Disclosure Agreement

This Non-Disclosure Agreement (the “Agreement”) is made and entered into as of the later of the two signature dates below by and between _________________________________, and JWT Specialized Communications, DBA JWT INSIDE, an LLC corporation with headquarters at 6300 Wilshire Blvd., 19th floor, Los Angeles, CA 90048.

In consideration of the mutual promises and covenants contained in this Agreement, the mutual disclosure of confidential information to each other, and the parties’ discussions of entering into a business relationship, the parties hereto agree as follows:

1. Definition of Confidential Information and Exclusions

(a) “Confidential Information” means nonpublic information that a party to this Agreement (“Disclosing Party”) designates as being confidential to the party that receives such information (“Receiving Party”) or which, under the circumstances surrounding disclosure ought to be treated as confidential by Receiving Party. “Confidential Information” includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party products or services and/or any of any client of the Disclosing Party, the marketing or promotion of any Disclosing Party product or services and/or any products or services of any client of the Disclosing Party, Disclosing Party’s and/or any of its clients’ business policies or practices, and information received from others, including but not limited to any clients, that Disclosing Party is obligated to treat as confidential.

(b) Confidential Information shall not include any information, however designated that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became known to Receiving Party from a source other than Disclosing Party without the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

2. Obligations Regarding Confidential Information

(a) Receiving Party shall:

(i) Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for five (5) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;

(ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;

(iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder; and

(iv) Refrain from reverse engineering, decompiling or disassembling any software code disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.

(b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other government order, provided that Receiving Party either (i) gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a
protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

(d) The undersigned Receiving Party may disclose Confidential Information only to Receiving Party’s employees, contractors and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with such employees, contractors and consultants sufficient to enable Receiving Party to enforce all the provisions of this Agreement.

(e) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(f) Receiving Party shall, at Disclosing Party’s request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials provided to the Receiving Party as Confidential Information, or at Disclosing Party’s option, certify destruction of the same.

The parties acknowledge that included within the Confidential Information to be disclosed may be materials, proposals, suggestions, concepts and the like relating to the matter under discussion (the “Materials”). As to such Materials, the parties understand and agree: (a) that each party and their clients receive numerous submissions of similar or identical concepts from many parties and/or may have already developed and/or considered similar or identical concepts to the Materials and that a party’s review of the Materials is not an admission of novelty, priority or originality and (b) the adoption by a party of any alternative submission developed internally or by a third party (as opposed to the Materials) may be due to market conditions at the time at which such alternative submission is received and/or the positioning of the concept suggested by the party making the submission as well as of any inherent merit of the concept. Selection by a party of such alternative submissions or acting on concepts already considered and/or developed by that party or concepts considered and/or developed in the future, whether or not similar to the Materials, shall be without obligation to the disclosing party.

3. Remedies

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

(a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under patents, copyrights, trademarks, or trade secret information. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets.

(b) Both parties agree to comply with all applicable international and national laws that apply to (i) any Confidential Information or (ii) any product (or any part thereof), process, or service that is the direct product of the Confidential Information, including the U.S. Export Administration Regulations.

(c) The terms of confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire products without use of the other party’s Confidential Information.
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs. This Agreement shall be construed and controlled by the laws of the State of New York, and both parties further consent to jurisdiction by the state and federal courts in the State of New York. Process may be served on either party in the manner authorized by applicable law or court rule.

This Agreement shall be binding upon and inure to the benefit of each party’s respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or part, without prior written approval of the other party. Any attempted assignment in violation of the Section shall be void.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of this Agreement shall survive any such termination.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies of this Agreement and any Appendices, including execution signatures, may serve as originals.

Company
JWT Specialized Communications
DBA JWT INSIDE

Address
INSIDE Los Angeles
6300 Wilshire Blvd., 19th Floor
Los Angeles, CA 90048

By: (sign) ____________________________
Name: (print) ____________________________
Title: _______________________________
Date: ______________________________