

Service Description

By reviewing and analyzing your company's business plan, this service is designed to help your firm prepare and present a comprehensive document that (1) reflects your company's strategies to achieve long-term growth & success and (2) enhances your company's chances of acquiring investment capital.

Service Procedures

- Utilizing a questionnaire to learn about your company's business concept, operating structure and marketing strategy.
- Conducting a thorough review of your company's business plan document.
- Preparing a detailed analysis highlighting the business plan's strengths and weaknesses.
- Providing a list of suggestions designed to improve upon the identified weaknesses.
- Working with your company to correct the identified weaknesses.

Our Service Goal

To help your firm prepare and present a business plan that attracts interest from potential capital investors.

Special Service Discount Price

<u>Regular Price</u>	<u>Discount Price</u> ¹	<u>Your Firm Saves</u>
\$2,600	\$2,200	\$400

¹ Special discount price for firms awarded with Small Business Innovation Research Contract/Grant.

Eighteen Ventures' Business Plan Review Service

Business Plan Review Service Implementation Schedule

Service Assignment:	Business Plan Review Consulting Services	
Lead Consultant:	Darrell Williams	
Phone & Email Address:	(207) 347-1214	Darrell@eighteenventures.com
Client:		
Contact Person:		
Estimated Project Completion Time:	Approximately 3 to 6 weeks ²	

<u>Items & Tasks</u>	<u>Estimated Completion Time</u>
Send questionnaire to Client regarding the company's business concept, operation structure and marketing plan.	1 day
Client returns completed questionnaire with a copy of the company's business plan.	2-3 days
(1) Conduct comprehensive review of Client's business plan and review of the questionnaire. (2) Prepare a detailed analysis highlighting the business plan's strengths and weaknesses. (3) Provide a list of suggestions designed to improve the identified weaknesses.	10 - 14 days
Conduct review session with Client discussing the business plan's strengths and weaknesses.	1- 1 ½ hour phone call
Work with Client to correct the identified weaknesses.	14 days

² This time frame includes only official business days; it does not include weekends or holidays.

Eighteen Ventures' Business Plan Review Service

SAMPLE Service Contract & Non-Disclosure

This document shall serve as a Service Contract between (Name of Client) of (Client's Official Business Address), and Eighteen Ventures, PO Box 5035, Portland, Maine 04101, governing the provision of providing Business Plan Review Services.

Duties & Responsibilities

Under this Contract, Eighteen Ventures shall perform and provide the following:

- Learning about the Client's business, and its needs, through a questionnaire and a personal interview.
- Conducting a thorough review of the Client's company's written business plan.
- Preparing a detail analysis that highlights the business plan's strengths and weaknesses.
- Providing a list of suggestions designed to improve identified weaknesses.
- Working with the Client correct the identified weaknesses found in the business plan.

Service Implementation

In executing this Contract, Eighteen Ventures expects to use telecommunications services (i.e., Phone, Email & Fax) to communicate with and forward documents to the Client.

When necessary, Eighteen Ventures will utilize next day delivery service, which will be paid for by Eighteen Ventures, to forward documents to the Client.

Data, Documents & Information

Client shall provide Eighteen Ventures data, documents and information in verbal or written form, as required and appropriate, to enable Eighteen Ventures to successfully complete the responsibilities that are outlined above.

Eighteen Ventures shall complete the assigned tasks on a schedule consistent with the responsibilities involved and in accordance with the Client's requirement, as mutually agreed.

Client and Eighteen Ventures both understand that the development and implementation of the Business Plan Review Service is a speculative venture and that no assurance can be made as to the effectiveness of the Business Plan Review Service without the complete cooperation and commitment of the Client and his/her staff during the development of the Business Plan Review Service.

Eighteen Ventures' Business Plan Review Service

Disposition of Property and Materials

A. Payment and Ownership. All preliminary outlines, sketches, copy and all other property and material produced under this Agreement shall be the property of the Client upon payment by the Client. Upon termination of this Contract, all such property and materials shall be the property of the Eighteen Ventures unless the Client pays for them in accordance with the terms of this Agreement.

B. Ownership of Rejected Materials. All preliminary outlines, sketches, copy and all other property and materials prepared by Eighteen Ventures for Client's approval, which are rejected or disapproval by Client, shall remain the property of the Eighteen Ventures and may be used by Eighteen Ventures as it sees fit.

Delays/In-Activity

If Client, after receiving a draft from Eighteen Ventures, does not return the submitted draft, with comments and suggestions on improvement, within **25** consecutive business days, Client agrees to pay **30%** (thirty-percent) of the outstanding Contract balance upon receipt of billing. If Client, after receiving a draft from Eighteen Ventures, does not return the submitted draft, with comments and suggestions on improvement, within **30** consecutive business days, Client agrees to pay the entire outstanding Contract balance upon receipt of billing.

Fee & Billing

Eighteen Ventures shall provide the previously described services for a flat fee of \$ **2,200** dollars. The provision of additional services above and beyond those specified above, if any, that may be requested shall be invoiced at the rate of **\$100** dollars per hour. All additional services requested in writing and signed by both parties.

Eighteen Ventures shall provide services on a flat fee arrangement. Under such arrangement, Client shall advance an initial deposit of fifty percent (**50%**) of flat fee upon signing this Contract. After the initial fee deposit has been forwarded, Client shall provide final payment upon completion and Client's satisfaction of each service project phase.

Project Phase & Payment Schedule

<u>Project Phases</u>	<u>Payment Schedule</u>
Client signs Contract with Eighteen Ventures	Fifty percent (50%) of project flat fee is advanced to Eighteen Ventures when Client signs the Contract letter. The advance payment due: \$1,100
Eighteen Ventures completes assignments as presented under Duties & Responsibilities section of this Contract.	Outstanding balance is presented to Eighteen Ventures when Eighteen Ventures completes assignments as presented under Duties & Responsibilities section of this Contract. Final payment due: \$1,100

Eighteen Ventures' Business Plan Review Service

Disagreement & Termination

In the unlikely event the Client and the Eighteen Ventures cannot resolve a disagreement, any controversy or claim arising out of, or relating to, this Contract shall be settled with the Rules of the American Arbitration Association in hearings in at the nearest AAA office in the State of **(Blank)**, where the Client's company legally resides or is incorporated. Judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdictions. The cost of the arbitration of legal action of any nature, together with reasonable attorney's fees, shall be awarded to the prevailing party. The state laws of **(Blank)**, where the Client's company legally resides or is incorporated shall govern this contract.

In the event of that the Client elects to terminate this Contract, Client shall provide at least thirty **(30)** days written notice to Eighteen Ventures and shall be responsible for any and all costs incurred to date and experienced in the winding down of the project, if any.

If the terms of this Contract meet with your acceptance, please indicate so by signing below in the space provided and return a signed copy of this Contract along with your initial deposit of \$ **1,100** dollars.

The check, in the amount of \$**1,100**, should be made payable to Eighteen Ventures and mailed to Eighteen Ventures, PO Box 5035, Portland, Maine 04101.

Accepted for:

Client 's Firm Name: _____
Client 's Authorized Representative: _____
Print Representative's Name: _____
Date Signed: _____

Accepted for:

Eighteen Ventures
Signature of Authorized Representative _____
Date Signed: _____

Eighteen Ventures' Business Plan Review Service

Non-Disclosure Agreement for the Business Plan Review Service Contract

This document shall serve as a Service Contract between (Name of Client), of (Client's Official Business Address), and Eighteen Ventures, PO Box 5035, Portland, Maine 04101, governing the provision of providing Business Plan Review Consulting Service. This Contract is to establish an understanding of confidence with respect to certain disclosure to Eighteen Ventures by Client of confidential information.

Agreement

1. Eighteen Ventures and Client contemplate various communications and/or meeting that will involve the disclosure by Client to Eighteen Ventures of certain technical, trade secrets, management, marketing, planning, financial and other information. The information will be presented either in written, oral, electronic, or photographic forms.
2. Such information shall be used by Eighteen Ventures solely for the purpose of performing the agreed upon Duties & Responsibilities in the Business Plan Review Service Contract. Therefore, Eighteen Ventures agrees to use reasonable efforts to preserve in strict confidence any information so disclosed, and shall advise its employees and/or business associates to exercise at least the same degree of care to safeguard the confidentiality of the information as they would exercise to safeguard their own confidential property of information and further agrees not to use, disclose, or reproduce any such information without the specific written approval of Client. Eighteen Ventures further agrees not to disclose the specifics of such information to competitors of Client for any purpose.
3. Confidential information means information of every kind that Client regards as confidential or proprietary, or if disclosed orally is reduced to writing and delivered to Eighteen Ventures, appropriately marked as confidential or proprietary.
4. At the end of this Agreement, Eighteen Ventures agrees to promptly return all copies of any material received under this agreement.

This Contract shall be constructed in accordance with and governed by the laws of the State of **(Blank)**, where Client's company legally resides or is incorporated, and irrespective of the fact that a party hereto may not be a resident of such state

Accepted for:

Client 's Firm Name:

Signature of Client's Authorized Representative:

Print Representative's Name:

Date Signed:

Accepted for:

Eighteen Ventures

Signature of Authorized Representative

Date Signed:
