

[CORPORATION]

BUSINESS PLAN

[date]

[CORPORATION]

[date]

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The information contained in this business plan is confidential and proprietary to [CORPORATION] (the "Corporation") and is intended only for the persons to whom it is transmitted by the Corporation or its representatives. Any reproduction of this memorandum, in whole or in part, or the divulgence of any of its contents without the prior written consent of the Corporation, is prohibited.

CONFIDENTIALITY NOTICE

In the conduct of business and for good and valuable consideration, [CORPORATION] has disclosed or may disclose to the Recipient of this Business Plan certain confidential information respecting the Corporation's proposed [project] as well as related approval, operational, technical, marketing, regulatory and financial information (all of which is referred to as "Confidential Information"). Such disclosure is made upon the following terms and conditions and each party agrees to be bound thereby:

1. **Confidential Information** – All confidential information disclosed to the Recipient by [CORPORATION], whether disclosed or acquired prior to or subsequent to execution of this Agreement and whether written, oral or received through electronic transmission, observation, meetings or otherwise, is proprietary, shall be held in confidence by the Recipient and shall not be used by Recipient to the detriment of [CORPORATION] or any related party. Any information disclosed to the Recipient that constitutes practices widely used in industry or which enters the public domain without breach of any obligations of confidentiality and non-disclosure by the other party shall not constitute Confidential Information. The recipient will take all reasonable actions to protect the Confidential Information from others at all times.
2. **Disclosure** – Recipient shall not disclose Confidential Information, without the prior written consent of [CORPORATION], unless and then only to the extent required:
 - (a) by law or regulation;
 - (b) in the bona fide conduct of defence of litigation; or
 - (c) by a government board or agency acting within its jurisdiction;with prior written notice of such disclosures. Disclosures of Confidential Information within the control of Recipient shall only be made to those persons who, in Recipient's discretion, need to know and who are bound by duties and obligations of confidentiality to Recipient.
3. **Indemnity** – The Recipient shall indemnify and save [CORPORATION] harmless from and against any and all actions, claims, liabilities, damages, expenses and costs (including reasonable legal fees on a solicitor and his own client basis) which [CORPORATION] may sustain, incur or expend as a result of any breach of this Agreement by the Recipient.
4. **Non-Circumvention** – Recipient agrees not to circumvent directly or indirectly for the duration of this Agreement and where a decision is made to proceed using the Confidential Information provided, then Recipient shall enter into a contract for the provision of its services to [CORPORATION] as set out therein.
5. **Disposition of Confidential Information** – Recipient shall return to or destroy in an agreed manner, upon [CORPORATION]'s written request, all Confidential Information provided to Recipient including any and all copies, notes, compilations, extracts or other documents or media of any form containing Confidential Information. However, Recipient may retain one copy of all such Confidential Information for the purposes of adjudication of any claims made under this Agreement.
6. **Survival of Obligations** – The obligations of this Agreement shall continuously remain in effect for a period of ____ years from the date written below or from the date of disclosure to Recipient, whichever is later.
7. **Other Matters** – The laws of [jurisdiction] shall govern this Agreement and the parties attorn to the jurisdiction of same. This Agreement shall enure to the benefit of and be binding on the Recipient and its successors and assigns.

Agreed to and accepted as of this date of delivery, the ____ day of _____, _____.

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[CORPORATION] BUSINESS PLAN

EXECUTIVE SUMMARY

[CORPORATION] (the "Corporation") is a/an [jurisdiction] corporation established to develop and implement its concept for [description of project]. Through strategic alliance managed vertical integration, the Corporation will utilize and enhance the region's inherent economic advantages to produce the highest quality [products] at the lowest cost while maximizing added value. We will maximize earnings and growth through export oriented value added marketing, using direct to client sales. Generating sustainable earnings will permit substantial local expansion of the industry and all related sectors with strong community support and involvement.

The use of modern corporate management and manufacturing or industrialized processes will be supported through the appropriate use of existing available technology and our customized operational software, [software]. These tools will generate operating efficiencies and tangible cost-benefit returns favoring the required investment. The Corporation will employ a number of technological innovations together with our software. This provides a higher order of magnitude of current data for finishing operations as the core of a broad technology-oriented management strategy.

The ultimate goal of our concept and its innovative tools and management processes is to provide [description of ultimate goals/objectives]. This will enable management to deliver a predictably consistent high level quality of product, to match the quality requirements of the Corporation's intended export direct customers. All of these factors are then linked dynamically to economics data and forecasts to determine profitability ranges upon which management decisions and actions can be reliably taken.

[description of implementation of project and anticipated earnings]

Through the use of our intended information technology, as well as available tracking and monitoring hardware and related systems, and our management team's depth of industry experience and expertise, the Corporation will establish a leadership role in the industry and take maximum advantage of [locality's] unmatched advantages. This potential can only be realized using innovation and a scale of operations based on adequate capitalization.

With industry specific geographical and economic advantages based on operations in [locality], the Corporation has a unique opportunity to establish an international export driven product brand for its products. While some forward thinking companies will follow the Corporation's lead, many others will not be able to keep up with this evolution into the next millennium. This will result in industry consolidation upon which the Corporation will be well positioned and able to capitalize.

The Corporation has been designed and has proposed operations and a suitable marketing structure to allow it to become one of the largest, vertically integrated [product] producers in the world over the next _____ years.

[overview of the management team of the company, including their industry experience]

The accompanying program of business development is based on the Corporation management's extensive experience in the [industry]. The purpose of the [software]'s development was to implement changes in a business and for an industry that can benefit from such improvements which ultimately better meet the needs of the end user, while providing the Corporation significantly enhanced cash flow and improved probability of continuous profitability from operations.