



Business Outcomes

## AGREEMENT: BUSINESS START-UP PLAN PROGRESSION SCHEME LEVEL 1

Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Purchaser") and Consultant of EBIZPLANZA (PTY) LTD T/A eBizplan at 3 Eben Enslin Street, Jan Kempdorp, Northern Cape, Republic of South Africa (hereinafter "Consultant").

In consideration of the mutual covenants and promises contained herein, and for good and valuable consideration, the parties hereby agree as follows:

### **I. Project Responsibilities and Obligations**

Consultant will develop a Start-up plan for the Purchaser that will serve as a guide for his business and a document to prove to lenders of capital that the business will be viable and that it can pay back its commitments. The process of establishing the Start-up plan will be through mutual interaction online as follows:

- A. Gathering information and data;
- B. A basic Macro- and Market environmental analysis;
- C. Conduct a situation analysis;
- D. Creates a Start-up plan for the Purchaser;
- E. Present the Start-up plan, do alterations if needed; email the final electronic copy.

These are detailed further in Exhibit A herein. Delivery of services shall reasonably conform to the schedule set forth in Exhibition B.

## **II. Responsibilities for each party shall be as follows:**

### **Purchaser**

- a) Must have access to a computer, a fax or scanner, Internet connection and a valid email address.
- b) Access to people and information. Purchaser to provide copies of data or documents needed in order to analyse the internal- as well as the external environment of the purchaser;
- c) Will complete the questionnaires provided by the Consultant and return them in time;

### **Consultant**

- a) Complete all aspects required to implement the plan outlined above, including but not limiting to:
  - All planning and coordination;
  - All data and information gathering and compilation;
  - Reporting on the current situation regarding the Purchaser's business;
- b) Create a formal written document, the Start-up plan, derived out of all the previous data analysis and planning sessions.
- c) Invoice for the work completed plus travel expenses.

## **III. Considerations**

In exchange for the Consultant's services, as set forth in Section I above, Purchaser will pay Consultant the amount of R500 (Five hundred Rand) of the proforma invoice after the signing of this agreement. And the remainder R450 (Four hundred and fifty Rand) at the completion of the project. The payment be made on eBizplan's website or with EFT.

## **IV. Term**

This agreement will take effect as of the date indicated in the introductory paragraph above and shall extend until Consultant's completion of all services set forth in Section I, unless earlier termination by the Purchaser on the giving of a written notice. On any such notice of termination, services by the Consultant shall be discontinued and further compensation will cease to accrue.

## **V. Confidential Information**

- A. On being notified that a party to this Agreement considers information confidential, each party hereto agrees not to disclose the confidential information of the other party, directly or indirectly, under any circumstances or by any means, to any third person, without express, written consent obtained in advance. Each party hereto agrees that it will not copy, transmit, reproduce, summarise, quote, or make any commercial or other use whatsoever of the other party's confidential information, except as provided herein. Each party agrees to exercise the highest degree of care in safeguarding the confidential information of the other party against loss, theft, or inadvertent disclosure and agrees generally to take all steps necessary to ensure the maintenance of confidentiality.
- B. On termination of this agreement or as otherwise requested, each party agrees to deliver promptly to the other party all confidential information of that party, in whatsoever form, that may be in its possession or under its control.

## **VI. No Transfer**

This Agreement shall not be assigned or transferred by either party without the express written consent of the other party, obtained in advance.

## **VII. Notices**

All notices to be given and communications in connection with this Agreement shall be in writing and addressed to the parties at the following email addresses:

Consultant:  
[admin@ebizplan.net](mailto:admin@ebizplan.net)

Purchaser:

## **VIII. Effect of Partial Invalidity**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be



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invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as they had been executed by both parties subsequent to the expurgation of the invalid provision.

## **IX. Modification of Agreement**

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding and signed by each party or an authorised representative of each party.

### **By the parties:**

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Douw Steyn  
Principle Consultant  
EBIZPLANZA (PTY) LTD

## **EXHIBIT A**

### **Scope and Content of Consultation Service: Start-up Plan**

#### **Diagnosing and audits**

This entails the physical collection of data, data analysis, data integration and data interpretation.

#### **Environmental Analysis**

##### Macro Environment

The extent that variables in the Technological, Government, Economic, Social, Demographic, and International environment effect the business of the Purchaser will be summarized;

##### Market

The size, growth, profitability, trends and developments and Key success factors will be touched on.

##### Customers

Segments and spending power will be estimated.

##### Competitors

Most direct competitors will be identified.

#### **Internal Analysis**

This entails gathering data of the Purchaser's current situation and its position in the market.

##### The company

The legal person, regulations.

### Vision and mission

The current vision and mission of the Purchaser's business.

### Marketing mix

Product/service offering, pricing strategy, location, and promotion strategies for a start-up will be investigated and calculated.

### Operations

Basic operations to get the business going will be determined.

### **Financial proformas (Start-up – First year)**

- Income statement;
- Breakeven analysis.

### **Start-up plan**

The outline of the Start-up plan is as follows:

- Vision/Mission;
- Macro environment;
- Marketplace;
- Internal analysis for start-up;
- SWOT analysis;
- Financial proforma
- Plans of action

### **EXHIBIT B: SCHEDULE**

- 1. Payment by purchaser**
- 2. Gathering Information and data.**
- 3. Presentation and discussion of Start-up plan.**
- 4. Provide electronic copies to the Purchaser**

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