

BUSINESS DEVELOPMENT PROPOSAL



Title: A Proprietary Artistic Works Business Development Plan
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I. OBJECTIVE

A business development proposal for a proprietary development plan of mutual benefit to both investors and premium producers, as further described and defined.

II. PURPOSES

- 1) Transfer principles of talent agencies and investment-based transactions to a new business model and process,
- 2) Afford investors with additional options for investments,¹

- 3) Provide investors a flexible business structure that hedges profitability prospects that may be non-existent with, or preferable to, larger capital commitment investment transactions,



¹ As used here, investors may be an individual investor, multiple investors, an entity with pooled capital resources, or a fund manager looking for new business investment opportunities.

- 4) Provide premium producers, as defined in Section III below, flexibility of retained autonomy that may be non-existent or lacking with common equity investor-backed transactions,
- 5) Afford premium producers a means of unburdening themselves of certain administrative matters associated with business affairs,
- 6) Provide premium producers options for economic stability,
- 7) Provide versatility and flexibility that affords both premium producers and investors an option to disengage from, or continue with, the business arrangement at pre-planned intervals,
- 8) Create a built-in mechanism that incentives productivity and output of premium producers, and
- 9) Provide a new business process and model of mutual benefit to both premium producers and investors.

III. DEVELOPMENT PROPOSAL

Most people will know what a talent agency does. It provides services as an independent agent within various creative trades to facilitate working relationships between industry professionals and individuals who work or desire to work within that creative trade. Talent agencies are commonly associated with models and actors. While

contracts for exclusive working relationships may exist, they are typically reserved for those with the highest demonstrated or anticipated demand in their trade.

This Business Development Concept (“BDC”) and proposal is for a Proprietary Artistic Works Business Development Plan. (See **Disclosures #1-2** concerning the general disclaimer and legal services). It is an adaptation to the underlying purposes of what a talent agency does: A) identification of exceptional attributes or skills, B) facilitate working relationships, C) provide exposure to possibly otherwise unknown talent, and D) generate revenue from those activities. As an adaptation, this BDC merges some of the functions of a talent agency and some of the functions of investment-based transactions and transfers those merged functions to markets other than "performance only" talent. It is anticipated to have application to "premium producers" within their respective creative trades, especially newer premium producers or those desiring to pursue artistic endeavors full-time.² These premium producers may be writers, sculptors, painters, jewelry designers, photographers, or individuals within any other artistic trade where unique one-of-a-kind or premium items are produced. (See **Disclosure #3** concerning commercial viability). As such, for obvious reasons, this BDC and would-be proprietary plan may be best suited for an individual investor or pooled capital investors with artistic backgrounds. (See **Disclosures #4-5** concerning funding and purchase and process transferability).

² Premium Producer, as referenced within this proposal, means a person that creates any type of work or product (the “producer” component) that is likely to have or does have substantial commercial viability as compared to other producers (the “premium” component).

IV. FEE REQUEST FOR DEVELOPMENT

The factors involved in the pricing of this BDC, the Business Development Proposal, and would-be Development Plan include:

- 1) The proprietary nature of the BDC, Development Proposal, and Development Plan,
- 2) The novelty of the BDC, Development Proposal, and Development Plan,
- 3) The unique personal knowledge, skills, education, and work experience that were necessary intermediaries for the creation of this BDC and Business Development Proposal,
- 4) Time already expended and services performed towards the development of the concept to date at less than premium market rates,
- 5) The intellectual property rights that may exist in the processes and methods that are to be described or depicted with diagrams, if any, within the development plan,
- 6) The potential that the development plan might have limitless scalability potential,
- 7) The possibility that the development plan or certain aspects of it might have transferred application to business uses in foreign locations,
- 8) Potential to recapture all or a portion of the fee requested for development,
- 9) The flexibility in structuring the implemented business(es) as their own individual business endeavor in relation to the referenced creative trades and other creative trades or, alternatively, scaling and expanding the business with separate divisions or subsidiaries of one larger enterprise,



- 10) Other unknown or yet to be realized benefits, and
- 11) The contingencies identified within the disclosures section. (See **Disclosure #6** for additional miscellaneous matters).

Based upon the foregoing factors, the requested fee for this BDC, business proposal, and the business development plan that will be prepared is presented in the three options below. In all cases, the fee for the development plan excludes expenses or consulting fees for execution and implementation that, if desired, are to be later determined.

A) **Buyer at full asking price:** Where a prospective buyer is interested in purchasing this BDC and the development plan at the full asking price without restrictions on further use or resale, the requested fee is \$400,000.



B) **Buyer at less than full asking price:** Where a prospective buyer is interested in purchasing this BDC and the development plan at less than the full requested asking price of \$400,000, the final purchase price will be evaluated on a case-by-case basis.

C) **Commission of independent agent for multiple buyers:** A ten percent commission fee, subject to pro rata modification as specified in the footnote, will be afforded to an independent agent, be it an attorney or non-attorney, who desires to act as a coordinator in collecting funds for the purchase of this BDC and the business development plan.³ If the BDC and business development plan are to be purchased at less than the full asking price, the ultimate end purchase price shall be subject to our approval, as indicated above.

While the requested fee is not insignificant, given the above identified factors and the items to be delivered (set forth in the next section), the costs for the further development of this BDC are nonetheless believed to be reasonable.



³ For purposes of commission fee assessments and computations, the referenced commission is based upon the independent status of the agent. If the agent is acting as the coordinator for the funding of the requested development fee for multiple buyers, the commission available will be a pro rata percentage in proportion to the funding of the paid fees that originate with parties independent of themselves. For example, an agent coordinating and raising funds for the development fee that is to be partially (50%) paid by him or her and partially (50%) paid by others unassociated with him or her will be allotted 50% of the referenced commission for external coordinated funding efforts as an offset to his or her portion of the cost, as based upon the agreed sale price. Any person coordinating the purchase solely on behalf of themselves or their own business will not be afforded any commission.

V. THE DEVELOPMENT PLAN

If engaged, this BDC and Business Development Proposal will be further augmented and worked up into a development plan that will include **the following deliverables**:

- 1) Preliminary due diligence screening questions to assess whether the premium producer is a suitable proprietary plan participating business partner,
- 2) Identification of potential sourcing channels for locating premium producers for a buyer that may not come from an artistic trade background or have existing artistic contacts,
- 3) Explanation of the general mechanics of the business model and how the process creates new options for investors,
- 4) Explanation of how the business model implements a profitability hedging mechanism that may be preferable to usual equity investment capital commitments,
- 5) A general cost computation example of the investment-based expenses involved in the business model to understand its relationship to potential revenues,
- 6) Explanation of how the cost computation example may be modified for use in other locations (See **Disclosure #5** concerning process transferability),
- 7) Identification of a built-in expense containment mechanism within the business model along with an explanation of how it is intended to function,
- 8) Identification of a suggested profitability rate yield and why that suggested rate yield is recommended,

- 9) Explanation concerning how premium producers retain flexibility that may be lost with common equity investor-backed transactions,⁴
- 10) Identification of the business-related administrative matters that premium producers may be relieved with the use of the business model,
- 11) Explanation how the business model may provide stability to premium producers,
- 12) Explanation how the pre-planned intervals specific to the business model provide versatility and flexibility to premium producers and investors,
- 13) Identification of a mechanism within the business model that creates an incentive for productivity and output by premium producers with an explanation of how it is intended to function,
- 14) Explanation concerning how the business processes mutually benefit the parties to both sides of the business arrangement,
- 15) Identification of the key required terms for inclusion within the needed contract between the investors and premium producers (see **Disclosure #6.3** concerning scope of “key required terms”),
- 16) Identification of certain additional preferred terms for inclusion within the needed contract between the investors and premium producers,
- 17) Identification and description of a procedure to be optionally implemented for increasingly the likelihood of return on investment (see **Disclosure #6.4** concerning excepted trades),

⁴ Note that Deliverables 9-14 are the aspects of the proprietary plan that would be of benefit to participating “premium producers” and why they would want to be involved in the business arrangement.

- 18) Identification of an enforcement mechanism for ensuring compliance with the immediately foregoing optional procedure, if it should be implemented,
- 19) Identification of certain options concerning profit-sharing allocations, but only if the plan should be bought by multiple investors using pooled capital to make the purchase,
- 20) Diagrams that, in our sole discretion may be useful or beneficial to understanding the BDC and the proprietary aspects of the plan, and
- 21) Any additional information that, in our sole discretion, is believed to be useful or beneficial to understanding the BDC, the proprietary plan, and the principles involved.



VI. DISCLAIMERS & DISCLOSURES

1) **General disclaimer.** In deciding to engage the formal work-up of a Business Development Concept as a Development Plan, no assurances or guarantees are provided that the proprietary processes or development plan to be provided have not been previously conceived, contemplated, considered, or even rejected by knowledgeable specialists within the particular industry to which the Business Development Concept relates. While significant effort has been made to provide accurate information for evaluation, in deciding to engage the formal work-up of a Business Development Concept into a Development Plan, you understand and agree that there is the possibility, even if remote, of unforeseen or unanticipated circumstances that may

render a development plan incapable of being implemented or possibly useless. **Please refer to the Terms of Service on our website for additional important information and applicable terms.**

2) No legal practice or legal services. This proposal is **ONLY** for a Proprietary Artistic Works Business Development Plan. We are not engaged in the practice of law or tax advisory services, nor are we are licensed to practice law. Further, we do not represent any prospective purchaser of this business plan in an attorney-client relationship absent changed circumstances, which are currently unforeseen. We are not a registered investment advisor and, despite the business investment aspects of this proposal, we are not engaged in the sale or offering of any securities. Additional consultation with legal or other professionals may be required.

3) Commercial Viability. This BDC and would-be proprietary plan require a talent component and a product component, which differs from the “performance only” managed talent typically handled by talent agencies, while merging those two components with investment-related functions for a unique business process and model. In addition to the foregoing, commercial viability is also required. It may not be suitably applied to talent, of whatever sort, that produces a product lacking profitable commercial viability for whatever reason (*e.g.*, lack of perceived or actual market demand, labor intensive artistic works, or artistic works that cannot command exceptional sales prices despite intensive labor efforts that may be involved).

4) Funding and purchase. This BDC, proposal, and would-be proprietary plan might be purchased by investors using a pooled capital funding and purchase method to defray the overall cost of the development fee. If this BDC and would-be plan are to be purchased by several investors using pooled capital, it is recommended that no more than five separate parties contribute to the purchase price as the proprietary aspects of this plan are suitable for limited replication because of an inverse correlation concerning potential scalability. Also see Disclosure #5 and #6.2 concerning transferability and scalability for additional considerations.

5) Transferability. This BDC, proposal, and would-be proprietary plan are developed with U.S. business practices in mind. For a domestic buyer with international contacts or familiar with international business practices, the transferability of the processes to be described to foreign locations may present resale opportunities to recapture the purchase price that is independent of purchase price recapture capabilities derived from investment-related aspects of the plan. While it is believed that the processes and methods to be described may be transferable for use in other foreign locations, for a buyer not located within the United States, no assurances are made due to the potential breadth of variances in foreign laws, regulations, and business practices.

6) Miscellaneous disclosures:

6.1. Metro Markets. As this plan concerns premium producers, as defined herein, that presumably work within artistic trades, it may best be suited for prospective buyer(s)

located within urban metropolitan locales where art-related trades are in higher concentration or flourish.

6.2. Scalability. Given the scalability referenced within the section concerning pricing factors, like most business matters, scalability often bears direct proportion to availability of working capital. For prospective buyers seeking to maximize the scaling potential of this plan, it may be best suited for business investors with access to greater amounts of working capital than what an individual investor may possess. Also see Disclosure #3 concerning funding and purchase for additional considerations.

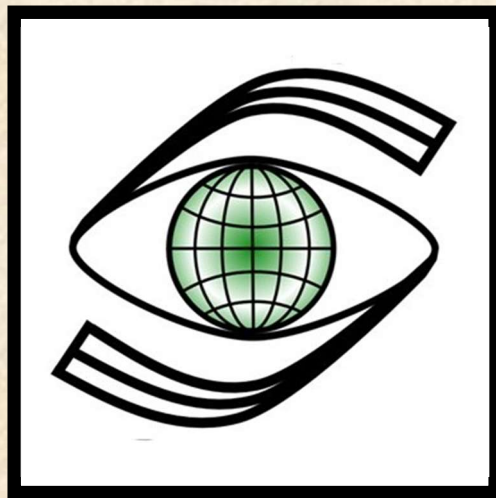
6.3. Key required terms. The referenced “key required terms” is limited to identification of those key contract terms that are common to the identified artistic trades, as an entire group, for implementing the proprietary aspects of the development plan. It does not include identification of all terms that might be required with respect to each individual artistic trade to which the proprietary plan and processes might be applied. For example, key contract terms applicable to a photographer may be markedly different than contract terms applicable to a painter because of the unique manner that photographs are used in the modern digital age. As such, consultations with legal professionals may be required for fine tuning the “required terms” within the development plan, as they are to be applied to the individual referenced artistic trades or other trades to which the buyer may desire to apply the proprietary plan and processes.

6.4. Excepted trades. While an option for increasing the likelihood of return on investment will be identified and described, it may not have uniform utility to all premium producers, as defined herein, due to certain trade-related customs and practices.

Thank you for considering SEE Consulting to potentially assist you with further developing or improving your company or business operations.

Sincerely,

Mr. Cameron Mostaghim



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