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# STRATEGIC OPERATING PLAN (SOP-1)

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2012 - 2016

## Talk Advertising HB

Edlinsvägen 22A LGH 1116  
Nacka 13147  
Stockholm  
Sweden  
+46 855 922 997

[www.talkse.com](http://www.talkse.com)

## CONFIDENTIAL

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Date of Printing  
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Author: **Talk Advertising Handelsbolag**

### CONFIDENTIAL DO NOT DISSEMINATE

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# NON-COMPETE AND CONFIDENTIALITY AGREEMENT

This Non-Compete and Confidentiality Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Talk Advertising HB and its affiliates, (collectively referred to as the "Company") and \_\_\_\_\_ ("the Individual"). In consideration of the mutual promises and covenants contained in this Agreement and the consideration provided by the Individual's continued affiliation with the Company, the parties agree as follows:

**1. The Company** is a Handelsbolag company organized under the laws of Sweden and has been organized for the purpose of developing and operating a business serving as a design services company with a principal place of business in Stockholm, Sweden.

## 2. Acknowledgments

The Company's services are highly specialized and the identity and particular needs of the Company's customers and targeted customers and vendors are not generally known in the import, distribution and retails sales industry. The Company has a proprietary interest in information including, but not limited to, its customer lists, customer target lists, vendors and contractors, business plans, marketing plans and financial records; and documents and other information regarding the Company's sales methods, pricing and costs, as well as information pertaining to the Company's development plans, architectural and engineering records, private financing information, management practices, customers, vendors and contractors including but not limited to, identity location, service requirements, and charges to customers are highly confidential and constitute trade secrets.

**3. Trade Secrets and Confidential Information.** During the term of this Agreement, the Individual may have access to, and become familiar with, various trade secrets and confidential information belonging to the Company, including, but not limited to, the documents and information referred to in Paragraph 2, above. Individual acknowledges that such confidential information, any other information which would generally be considered confidential and trade secrets are owned and shall continue to be owned solely by the Company. During the term of his/her term as an officer, director, shareholder, employee, consultant, independent contractor or other affiliation of or to the Company, and for a period of thirty-six (36) months after such affiliation terminates for any reason, regardless of whether said termination is initiated by the Company or the Individual, the Individual agrees not to use, communicate, reveal or otherwise make available any such information for any purpose whatsoever, or to divulge such information to any person, corporation, limited liability company, partnership, or other entity other than the Company or persons expressly designated by the Company, unless the Individual is compelled to disclose it by judicial process.

**4. Documents.** Under no circumstances shall the Individual remove from the Company's places of business any of the Company's books, records, documents, or customer lists, or any copies of such documents, without the Company's prior written consent; nor shall the Individual make any copies of such books, records, documents, or customer lists for use outside of the Company's office, except as specifically authorized in writing by the Company.

## 5. Restrictive Covenant.

The Individual agrees that: For a period of thirty-six (36) months after termination of the Individual's affiliation with the Company, said affiliation including, but not limited to service as an officer, director, shareholder, employee, consultant, or independent contractor, the Individual will not, directly or indirectly, solicit any person, company, firm, corporation or other entity who is or was a customer, vendor or affiliated party of the Company during a period of three (3) years prior to the termination of the Individual's affiliation with the Company. The Individual agrees not to solicit such individuals or entities on behalf of him/herself or any other person, firm, company, corporation or other entity. Furthermore the Individual agrees that for a period of thirty-six (36) months after the termination of his/her affiliation with the Company, regardless of whether said termination is initiated by the Company or the Individual, he/she will not accept employment with, or act as a consultant, contractor, advisor, or in any other within Stockholm for, a competitor of the Company, or enter into competition with the Company, either by himself or through any entity owned or managed in whole or in part by the Individual, with a place of business within the United States of America. The term "competitor" as used in this Paragraph 5, means any entity primarily engaged in the business of providing services in which the Company engages currently or subsequent to the date of this Agreement.

**6. Remedies.** The Individual acknowledges that compliance with this Agreement is necessary to protect the Company's business and good will; that a breach of this Agreement will irreparably and continually damage the Company; and that an award of money damages might be necessary to repair such damage, but may not alone equate to remedy such harm. Consequently, the Individual agrees that in the event he/she breaches or threatens to breach any provision of this Agreement, the Company shall be entitled to both: (1) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (2) money damages, insofar as they can be determined, including, without limitation, all reasonable costs and attorneys' fees incurred by the Company in enforcing the provisions of this Agreement. Nothing in this Agreement, however, shall prohibit the Company from pursuing other remedies that may be available under law.

**7. Waiver of Rights.** If, in one or more instances, either party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present, or future right granted under this Agreement, and the obligations of both parties under this Agreement shall continue in full force and effect.

**8. Termination of Agreement.** This Agreement shall terminate pursuant to the terms of Paragraphs 3 and 5, or upon the mutual agreement of the parties; the expiration of thirty (30) days after a petition in bankruptcy has been filed by or against the Company, assuming such petition is not dismissed during the thirty (30) day period or the voluntary or involuntary dissolution of the Company.

**9. Assignment.** Neither party shall have the right to assign any rights or obligations under this Agreement without the prior written approval of the other party.

**10. Severability.** If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement. Each provision, paragraph, and subparagraph of this Agreement is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

**11. Applicability.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors, assigns, executors, administrators, and personal representatives.

**12. Complete Agreement.** This Agreement constitutes the complete understanding of the parties as to the Individual's agreement to non-competition and confidentiality. All prior representations or agreements have been merged into this Agreement.

**13. Modification.** No alteration of or modification to any of the provisions of this Agreement shall be valid unless made in writing and signed by both parties.

**14. Governing Law.** This Agreement shall be subject to and governed by the laws of the Sweden as applicable.

In witness whereof, the parties have executed this Agreement as of the date first above provided.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Managing Director, Talk Advertising HB



# FORWARD LOOKING STATEMENTS

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This SOP contains certain forward-looking statements concerning the Company's future operations, economic performance, financial condition, and financing plans, including such things as business strategy and measures to implement that strategy, competitive strengths and goals, growth of the Company's business and operations, and references to possible future success. These statements are based on certain assumptions and analyses made by the Company in light of the Company's experience and its perception of historical trends, current conditions, and expected future developments, as well as other factors the Company believes are appropriate in the circumstances. Such forward-looking statements are subject to risks, uncertainties, and other factors, which could cause actual results to differ materially from future results expressed or implied by such forward-looking statements. There can be no assurance that the actual results or developments anticipated by the Company will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, the Company or its business or operations.

Individuals having questions or desiring additional information should contact the following persons listed below.

**Ahmad Kanani**  
Managing Director

## Talk Advertising HB

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# EXECUTIVE SUMMARY

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The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Strategic Operating Plan.

## OBJECTIVES

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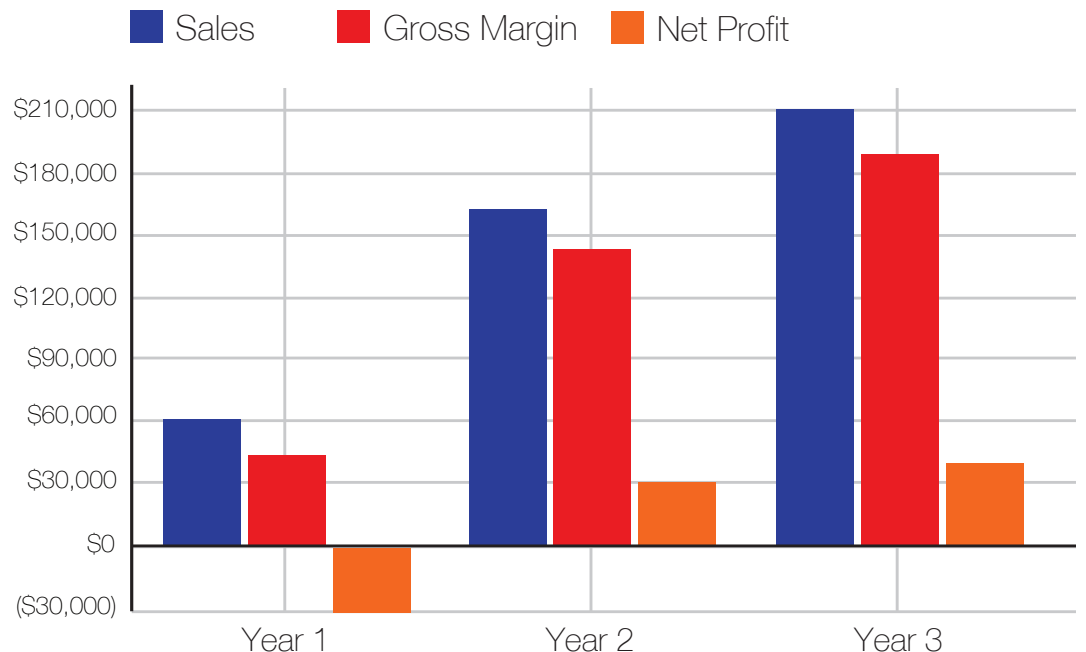
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Talk Advertising Studio's objectives for the first two years of operation are as following:

- To develop a home based, graphic design studio whose primary goal is to provide quality graphics while exceeding customers' expectation
- To provide high quality graphic design services at a reasonable cost
- To establish long-term relationships, repeat and loyal customers
- An increase of 20% in total billings in the second year of operation
- Create an environment which promotes the Company primarily through referrals while maintaining a high customer satisfaction rate with our clients

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## MISSION

The Talk Advertising Studios mission is to provide creative and high quality graphic, web and user interface designs, custom artwork to be licensed by manufacturers and visual communication services to small and medium size businesses at a reasonable cost while focusing on user satisfaction and value, acting as a strong corporate citizen and providing owners and employees a profitable reward.

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## KEYS TO SUCCESS

The following Keys to Success provide the Company with the best chance for long-term survivability:

- Creative and Professional Print and Web Design services at a reasonable cost.
- Develop an efficient electronic media and traditional media marketing campaign which encourage prospects to visit and then engage the Company to provide services.
- Build and maintain a global presence with strategic partners in Sweden and worldwide.
- Achieve large scale sales volume and a returning loyal customer revenue stream.
- Provide a platform for Talk Advertising HB to go viral through the Swedish community using its electronic and social networks.
- Use of strict fiduciary principles and operating methods combined with well organized and executed strategic planning.

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# COMPANY SUMMARY

## COMPANY SUMMARY

Talk Advertising Studio is a high quality studio located in Stockholm, Sweden. Since 2006 the Company has been creating unique designs for clients across a variety of industries and focus on marketing and advertising consultation to our clients.

## COMPANY OWNERSHIP

Talk Advertising has been formed as a Handelsbolag and is registered in Stockholm (Registration Information to be provided upon request). The Company is owned by Media Jamshidi and Ahmad Kanani. In order to meet the expected growth and demand of the business, the Company's management is considering re-registering as a "limited company" (AB Aktiebolag).

The Company's entire equity structure is comprised of common stock with the total outstanding shares and their respective owner included below.

Registered Owner	Share Ownership	Percentage of Total
Media Jamshidi	30	30.00%
Ahmad Kanani	70	70.00%
<b>Total</b>	<b>100</b>	<b>100.00%</b>

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## EXECUTIVE MANAGEMENT TEAM

The Company currently has one (1) active senior officer position, the Managing Director and expects to fill additional Sales, Logistics and Delivery positions in 2012.

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### Ahmad Kanani

Managing Director

Mr. Kanani serves as the Company's Managing Director. A graduate with a College Degree in Industrial Metallurgy, he has studied a variety of business and entrepreneurial related courses including Advanced Marketing, Corporate Branding and Advertising. Additionally, he has studied several web design, web programming and advanced scripting languages.

### Media Jamshidi

Creative Director

A graduate of the College of Information Technology, Ms. Jamshidi has completed multiple graphic and web based design courses including Adobe Photoshop, Flash, Adobe Illustrator. Since 2005 she has worked in a variety of positions for Novo Designs Ltd., Boom Not Color and Talk Ad Agency. She is also the Creator of the "Madotta" characters.

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## PHYSICAL LOCATION

Principal Offices: The Company was formed in 2012 under the laws of Sweden and its principal office is located at:

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# REVENUE SOURCES

## SOURCES OF REVENUE

### The Company anticipates two sources of revenue:

1. The Company provides top quality artwork to be used by manufacturers to make designer merchandise including cellular telephone cases and T-shirts, among other products.

The Company receives a fee for licensing the artworks to manufacturers e.g. GadgetGlamour.co.uk, Armadillocases.com, lollypins.com and prickie.com and by licensing Madotta's designs for use with custom products in POB (Print on Demand) companies (like Zazzle.com, cafepress.com, Redbubble.com, etc.)

2. Another primary source of income is derived from providing high quality graphic design, web design and visual communication services to small and start-up businesses with a focus on:

- Logo and Branding design
- Graphic design for print
- Web design and development using HTML, CSS, jQuery, Wordpress, etc.
- UI design for mobile Apps (for iOS and Android)

## Design Services

Talk Advertising HB is a full service design studio which offers complete Branding, Graphic and Web design and visual communication services. Talk Advertisings approach is to offer a turn-key solution which addresses all clients needs with regard to everything printed or designed for the web.

Examples include: Corporate Identity, Logo Design, Branding, Package Design, Brochure Design, Web design and Development, Mobile App Interfaces, Billboards, Direct Mailing, Flyers, Stationary and Business Cards, among others.

The pricing of the projects are typically estimated on a project-based cost and will be estimated based upon the approximate number of hours needed to complete each. The Company's standard service rate is established at \$50 USD per hour. The majority of the services will be provided via Company's Home Office with the interior design being modern and simple, since this reflects the quality of services.

Please visit the following to see the Company's portfolios:



[www.talkse.com](http://www.talkse.com)



[www.behance.net/madotta](http://www.behance.net/madotta)



[www.freelancer.com/u/madotta.html](http://www.freelancer.com/u/madotta.html)

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### Royalties

A royalty is more typically a fee per item sold. The Company receives royalties from POD sites like Zazzle.com. Additionally, product designs available for licensing are released in the brand name of "Madotta" and can be viewed in these links:



<http://www.madotta.com/>



<http://facebook.com/madotta>

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<http://zazzle.com/madotta>

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<http://armadillocases.com/madotta>

### License Fees

One of the Company's primary lines of revenue is derived from license fees and royalties. The license fees will be charged to the Company for use of a particular design during production of merchandise. This differs from royalties as license fees are one-time fees for a set number of items in production.

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