

Acquisition Opportunity

[AGMA] – Web-Based Martial Arts Training Platform

Corporation Type: LLC Location: DFW

Fast growing online web-based online martial arts training platform that offers one-on-one instructions, traditional training, and over 90+ classes and 125+ technique lessons that cover a multitude of different martial art disciplines. The company currently has a well-established team of contractors in place. Many who have been working in their roles for 2-4 years. The company operates with little owner involvement at this moment in time, with a well-trained Director contracted, to manage the team of contractors (instructors + support staff).

**ASKING
\$650,000**

Top Details/Business Activity

- Started: 2008
- Operation without Heavy Owner Involvement
- Courses and Course Content - The largest value of this business is the intellectual property from the courses. The company has 9 different courses. Some of these courses have 100+ follow-along classes (around 30 minutes each), 100s of lessons, written training guides, and so much more. The company has a massive library of content, and a fully guided training path from white to black belt, for each course. There are no other online courses in direct competition with the styles that they offer, which have such a width and breadth of comprehensive materials.
- Custom Software/Website - Since 2015, the company has architected, developed, and enhanced the student website. They have the only custom-built online martial arts training software of its kind. Most competitors use off-the-shelf course software and have significantly less customization. The company's website provides for a student to train with the video lessons, have their progress tracked, complete assignments (video assignments which are graded, discussion board assignments, and other types), interact with students, log time to their journal, and submit video rank exams for grading. Everything is easily accessible for all the courses in which they train.
- Goodwill - The company has made a name for being an authentic/legitimate online martial arts school with official recognized ranking. The traditional martial arts world had great resistance to the idea of students earning rank at home, but the company's high standards and quality programs have proven the efficacy of this innovative method. The company has created a very positive reputation for itself within the martial arts community. The company has over 180K YouTube subscribers, high ranking on Google, many positive reviews, and a long-standing position as a world-leader in online martial arts instruction.

Strengths

- Pioneer in online martial arts, have more than a decade of experience creating and evolving the at-home martial arts experience
- Custom-built website, which gives students the closest to "training in a real dojo" experience as possible – at home
- A very comprehensive library of content for each martial arts course; with an unrivaled number of classes and lessons
- Known as the most legitimate option of earning real rank at home. The company has higher standards and a more rigorous training experience which produces amazing results

Weaknesses

- A custom-built website, which can sometimes be costly to enhance
- Lack a dedicated mobile app
- Marketing could be enhanced and stepped up to more clearly demonstrate the benefits
- The company is the only online school to offer multiple styles; this can sometimes be challenging since they don't focus on just one particular art
- The training and testing system can be a little difficult to understand, and could be streamlined

Reason for selling:

- The owner is selling the business because he has been called to do a different form of teaching and transformation at this time in his life. He has helped so many on their journeys of self-mastery through martial arts over the last 13 years in the GMAU, but is now going more direct, and teaching others how to transform through a spiritual lens. The GMAU has a huge amount of growth potential, especially in this day and age, where people want to be able to learn, workout, and get together at-home/online. But he knows that he is meant to walk a different path now, which is why he is choosing to find the right new owner to take on this awesome organization.

Key Indicators (Accrual/Cash Basis):

Year (Financial Year End: 12/31)	2021 Annualized \$'000	2020 \$'000	2019 \$'000	2018 \$'000
Revenue	609	639	492	393
Gross Profit	281	369	281	258
SDE*	185	238	191	181

*The decline in 2020 SDE is due to the company hiring more instructors.

Included in offering:

- Assets: \$22,000
- Details about the debt – whether seller will pay it off at closing

Instructors:

- The Company has a total of seven instructors. The key employee is a Director who manages the instructor team.

Support and Training

- The Owner genuinely desires an effective business transition with seamless customer service through to the buyer. They will train a buyer for 30 days. An additional consulting contract can be obtained.

Next Steps

- In order for us to release the Confidential Information Memorandum, complete the Non-Disclosure Agreement and Buyer Profile and return to:

Art Goodwin, Managing Director

art@thevantgroup.com

972.458.8989 ext. 100



CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Web-Based Martial Arts Training Platform

Sale Price & Down Payment: \$650,000

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned ("The Recipient") enters into this Confidentiality Agreement with The Vant Group, Inc., a Texas corporation ("the Broker") and for the benefit of the Broker's client (the "Company") that shall be identified by the information disclosed under this Confidentiality Agreement.
2. The Broker has attached hereto or has provided or may subsequently provide to the Recipient in connection herewith certain technical, financial, and/or business information (collectively the "Information") regarding the Company (as above designated) to facilitate an evaluation by the Recipient whether to acquire the Company or stock or assets thereof. The Recipient acknowledges that the Information is highly confidential and proprietary to the Company.
3. The Recipient shall not at any time, without prior written consent of the Company, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except Recipient's financial advisors, investors, tax advisors and attorneys, who may be furnished with the Information for the sole purpose of advising the Recipient as to the structure of any proposed purchase of the Company (or its stock or assets), and it will keep permanently confidential the Information and will use the Information only for the purpose set forth above. The Recipient shall be under no obligation to maintain as confidential any information which (a) Recipient can show by legally sufficient written evidence was in its possession prior to disclosure by the Broker and/or the Company; or (b) becomes generally available to the public in tangible form other than by acts or omissions of Recipient; or (c) is lawfully obtained from a third party. The Recipient shall not contact the Company to discuss the sale or purchase of the Company or the Information without prior written consent of the Broker.
4. The Recipient hereby indemnifies and holds harmless the Broker, and its agents, representatives, employees and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by Recipient, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Broker in connection herewith.
5. The Recipient shall not enter into any agreement for the purchase of the Company or its stock or assets unless said agreement contains a provision wherein the parties thereto acknowledge that the Broker is the procuring cause of such agreement and the Broker is entitled to a broker's commission as agreed upon by the Company and the Broker.
6. While the Information is believed to be accurate, it is subject to change, error or withdrawal of offering, without notice. The Company and the Broker expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Information, or, for omissions from it. The Company reserves the right to require the return of the Information at any time.
7. A facsimile transmission of this document is legal and binding.
8. The Recipient warrants that the undersigned is a duly authorized by the Recipient to enter into binding legal contracts on its behalf.
9. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Broker. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Texas, and the obligations of the parties are performable in Dallas, County, State of Texas, where venue shall lie for any actions brought hereunder.

RECIPIENT:

Company Name

Signature

Print Name

Date: _____

Street

City State Zip

Phone

Fax