

Acquisition Opportunity

AFMA – Fast Growing & Highly Profitable BPO, Software and IT Provider

Corporation Type: LLC Location: New Jersey, Pakistan

Fast growing and highly profitable business process outsourcing (BPO), software engineering and application development company. The company utilizes an offshore service business model (Pakistan) to service U.S. based clients. Beyond servicing clients in traditional and unique offshore business process functions, the company's services include complete software development outsourcing, custom software and product development, software consulting and support and development of web, mobile and cloud-based applications. The company has displayed strong growth, high incremental margins and has significant opportunity for growth.

ASKING
\$12,000,000

Top Details/Business Activity

- Company has been operating since 2004
- High potential in a large, growing market as companies continue to outsource processes to improve efficiency and profitability, especially in a post Covid-19 environment
- Owner involvement minimal
- Tax advantaged structure in Pakistan
- Client base of large, well established companies in the U.S.

Strengths

- Strong financial profile in place with EBITDA margins in excess of 50% with high incremental margins
- Ability to significantly grow the business with current assets and people in place
- Consistent underlying growth from tenured client base with high visibility of revenue stream
- Well structured, tax advantaged offshore operations in place
- Experienced and reliable middle and upper management in place with owner not involved in daily operations of the business

Weaknesses

- A more formalized and aggressive sale and marketing strategy could have yielded stronger results and accelerated strategic position
- As a result of strong recent growth and large client gains, the company has some client concentration

Marketing Strategy

- There are two inside sales-people who utilize leads generated internally via email and digital marketing sources.

Reason for selling:

- The owner is looking for a buyer with the right experience and resources to capitalize and leverage on what the company has built in terms of reputation, structure and service.

Key Indicators (Cash Basis):

Year (Financial Year End:	2020 \$'000	2019 \$'000	2018 \$'000	
Revenue	3,486	2,184	1,033	
Adj. EBITDA*	1,890	930	301	

*Profit before interest, tax, depreciation, amortization (non-cash items) including owner salary, one-time and discretionary expenses.

Included in offering:

- Working Capital: normal level to be included and agreed upon with buyer

Business Days and Hours

- 24/7

Employees:

- The Company has a total of 384 full time employees of which 184 are non-permanent. The key employees include an office head in Pakistan and separately in the United States.

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 up to 30 days. An additional consulting contract can be obtained for period beyond that.

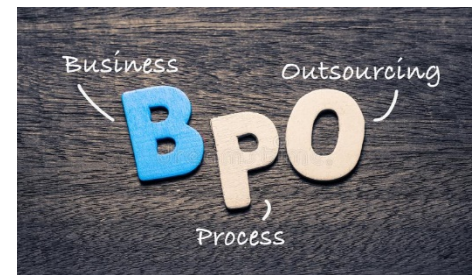
Next Steps

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

Anthony Forcione, Managing Director

Forcione@thevantgroup.com

781-789-3712



CORPORATE/INVESTMENT GROUP CONFIDENTIALITY AGREEMENT

Fast Growing & Highly Profitable BPO, Software and IT Provider

Sale Price: \$12,000,000

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

Street

Signature

City State Zip

Print Name

Phone

Date: _____

Fax