

Opportunity

MIS1522 - Award Winning Workforce Development and Adult Education Company

Location: Southeast US



The company designs, develops, and delivers custom training, e-learning, classroom, and virtual instructor-led experiences. The company works with Fortune 500 companies to train employees and strengthen their cultures, brands, and operations.

Bids invited

Key aspects

- Over 1,300 successful projects in instructional design capable of moving across industries
- Award winning educational videography
- Top 20 workforce development provider
- Variety of clients in different industries
- Gamification videos and complete online offerings

Opportunities

- Further develop technology and online products
- Continue to build brand awareness
- Grow sales team to reach more clients

continued..

Key indicators:

| Year end | 12/31/2018 Tax Rtns \$'000 | 12/31/2017 Tax Rtns \$'000 | 12/31/2016 Tax Rtns \$'000 | 12/31/2015 Tax Rtns \$'000 |
|--------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Revenue | 1,634 | 1,455 | 1,417 | 1,934 |
| Gross profit | 1,634 | 1,455 | 1,417 | 1,934 |
| Adj. EBITDA* | 409 | 284 | 366 | 492 |

* Earnings before interest, tax, depreciation and amortization (non-cash items)

In order that we may obtain our client's permission to release the Information Memorandum, please register your interest by completing the Non-Disclosure Agreement (including the Acquisition Profile) and return to:

Tyrus O Neill (Deal Transactions Director)

oneill@benchmarkcorporate.com

(615) 924 8950

The above information is designed to enable recipients to make a decision whether to investigate the opportunity further. It is not intended to form the basis of an acquisition decision. The information has not been independently verified by Benchmark International who do not give any representation or warranty as to its accuracy. To receive full details on this business, please contact Benchmark International either by email, post or fax to addresses or number given below.

Benchmark International is a sell-side only broker that has been engaged by this business and its owners on a sole and exclusive basis and as such, in the event of a sale, will be entitled to fees solely from the business and its owners. Benchmark International does not seek or accept fees from acquirers.

Benchmark International | 3100 West End Ave | Suite 150 | Nashville | Tennessee | 37203 | T: +1 615 924 8950

Benchmark International is the trading name of Benchmark International CSSB, LLC

Opportunity

MIS1522 - Award Winning Workforce Development and Adult Education Company

Location: Southeast US

- Evaluate pricing matrix and increase hourly rates
- Capitalize on the increasing demand for workforce development

Headquartered

- Southeastern United States

Current markets

- The company works with a variety of corporations that have locations in nationwide in the United States and around the world.

Real estate

- The company operates from an office owned by a third party. Transfer or cancellation of the lease may be possible.

Shareholder/owner objectives

- The company is owned by two individuals who are seeking a full exit. Both owners are open to staying on for a brief transition period as needed /negotiated.

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Non-Disclosure

Undertaking Of Confidentiality & Non-Disclosure



This agreement (this “**Agreement**”) is made and entered into as of the date entered by Recipient in the signature block below (the “**Effective Date**”) by and between Benchmark International CSSB, LLC, a Florida limited liability company (“**Intermediary**” and, together with its affiliates, “**Benchmark**”) and the entity or individual set forth in the signature block below (“**Recipient**”).

A. RECITALS

Recipient desires to obtain certain confidential and proprietary information of various clients of Benchmark for the sole purpose of examining the information and determining the feasibility of the acquisition of one or more of such clients (the “**Purpose**”) and such clients will provide such confidential and proprietary information to Recipient for the Purpose and under the terms and conditions set forth in this Agreement.

B. In consideration of the disclosure to Recipient of Confidential Information, Recipient agrees to receive and to treat Confidential Information on a confidential and restricted basis and agrees as follows:

AGREEMENT

1. Definitions.

- (a) “**Authorized Representative**” means any (i) of Recipient's officers, directors, employees having a bona fide need related to the Purpose to view Confidential Information, (ii) Recipient's affiliates and professional advisers acting on Recipient's behalf in connection with the Purpose; (iii) financial institutions (or other financial sources routinely engaged in providing debt financing to transactions similar to the Purpose) from whom Recipient is seeking debt financing relating to the Purpose or whom are presently committed limited partners in a fund managed by Recipient; or (iv) any other person approved by Intermediary in writing prior to Recipient's disclosure of any Confidential Information to such person. For the avoidance of doubt, in the event Recipient is itself an advisor or otherwise not a party contemplating the acquisition of the relevant Target on its own behalf or on behalf of an affiliate, entities such as Recipient's clients shall not be deemed Authorized Representatives unless and until Recipient has obtained the written consent of Intermediary to classify such party as an Authorized Representative.
- (b) “**Confidential Information**” means Any and all information, including without limitation the identity of any Target (or affiliate or owner of any Target) as an entity or individual that has come to market, in whatever form or medium, that is provided by any client of Benchmark, or Benchmark, in connection with this Agreement except information which: (1) is made freely available by such Target to its customers or is published or otherwise made publicly available through sources entitled to disclose the same; (2) is or becomes publicly available through no breach of this Agreement by Recipient or any of its Authorized Representatives; (3) is or becomes known to Recipient or any of its Authorized Representatives prior to its receipt under this Agreement, as shown by Recipient's written records; (4) is or becomes known to Recipient or its Authorized Representatives through disclosures by a third party not known by Recipient or its Authorized Representatives, after due inquiry, to be prohibited from disclosing such information by a contractual, fiduciary, or other legal obligation; or (5) is developed by or for Recipient or any of its Authorized Representatives independently of any disclosure under this Agreement.
- (c) “**Target**” means any client of Benchmark whose identity has been disclosed to Recipient and about whom any Confidential Information has been shared with Recipient following the Effective Date.

(d) “**Term**” means the period Commencing on the Effective Date and continuing for a period of 2 years therefrom.

2. Use and Disclosure.

- (a) **Obligation.** Recipient shall hold all Confidential Information in strict confidence and prevent its unauthorized disclosure by Recipient and its Authorized Representatives. Recipient shall use the Confidential Information only to the extent reasonably required to fulfill the Purpose. In addition, Recipient will not disclose to any third party other than an Authorized Representative either the fact that discussions relating to any Target are taking place or have taken place, or any of the terms and conditions thereof.
- (b) **No License/Conveyance.** All Confidential Information disclosed shall remain the property of the applicable Target and no license or conveyance of any rights is granted or implied by the disclosure of Confidential Information by such Target or Benchmark. Neither Recipient nor any of its Authorized Representatives shall modify, reverse engineer, decompile, create other works from, or disassemble any program, service or product and/or any software programs that constitute Confidential Information.
- (c) **Intent.** Recipient hereby represents and warrants that it is entering into this Agreement for no purpose other than the potential (partial or full) acquisition of one or more of the Targets by itself or one or more of its affiliates, or by a client that has been approved as of the Effective Date as an Authorized Representative, in writing, by Intermediary, and not on behalf of any other non-affiliated third party.
- (d) **Advisors.** Recipient may provide access to Confidential Information to an Authorized Representative provided that all obligations of Recipient contained herein apply equally to such Authorized Representative and Recipient is vicariously liable for the failure of any such Authorized Representative to comply with Recipient's obligations hereunder.
- (e) **Legally Required Disclosure.** Recipient may also disclose Confidential Information without liability therefore if, and only to the extent, such disclosure is required by law, provided that Recipient gives Intermediary and the applicable Target sufficient notice, if legally permissible, to enable Intermediary or such Target to seek an order limiting or precluding such disclosure. Notwithstanding the foregoing, Recipient and its Authorized Representatives who make disclosures without notice to any regulatory or self-regulatory authority may do so without providing notice to Intermediary or the applicable Target to the extent such disclosure is reasonably required pursuant to routine investigations, inspections, examinations or regulatory or self-regulatory inquiries not specifically targeted at the Target or the Purpose.
- (f) **Contacts.** Recipient and its Authorized Representatives will not, without the applicable Target's prior knowledge and written consent, make contact or approaches of any kind to the staff, customers, or suppliers of such Target, unless both (1) such contact or approaches are proven to have been made in the ordinary course of the contacting or approaching party's business as presently conducted and independently of the Purpose and (2) no Confidential Information is disclosed by Recipient or any of its Authorized Representative. Notwithstanding the foregoing, nothing in this Section 2(f) shall prohibit Recipient or any Authorized Representative from (i) making general solicitations for employment (including the use of third party search firms) not specifically targeting any Target's employees, (ii) soliciting individuals who have terminated their employment with the applicable Target prior to the initiation of any such solicitation, or (iii) hiring individuals who initiate contact with Recipient on their

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own initiative or who respond to any of the aforementioned solicitations.

(g) Interference. Recipient will not conduct negotiations with any Target in such a way or manner as to interfere with such Target's contractual relationship with Benchmark including, but not limited to, fees payable to Benchmark.

(h) Notification. Recipient shall notify Intermediary promptly upon becoming aware of any breach of this Agreement by Recipient or any of its Authorized Representatives.

3. Recipient's Acknowledgements.

(a) No Obligation. Recipient acknowledges that nothing herein contained shall require Benchmark to provide information relating to any Target.

(b) No Representations. Recipient acknowledges that Benchmark makes no representation, warranty, or guarantee whatsoever about Confidential Information. Any and all information including, but not limited to, budgets, forecasts, and projections do not, and shall not be deemed to, constitute any representation or expression of opinion or warranty on behalf of Benchmark.

(c) No Agency. Recipient acknowledges that Benchmark is not acting pursuant to this Agreement as the agent of Recipient and accordingly agrees to hold Benchmark harmless in all matters relating to Targets. Recipient further acknowledges that Benchmark is not responsible for vetting the accuracy or completeness of information provided by any Target and accordingly agrees that Benchmark will not be liable for any loss or damage relating to the disclosure of information to Recipient; in particular, but without limitation, as a result of any errors or inaccuracies of the information.

(d) No Reliance. Recipient has not and will not enter into any agreement in reliance upon any representation or warranty, written or oral, made by Benchmark. Recipient acknowledges the need to do its own investigation and consult independent professional advisors including, but not limited to attorneys and financial analysts. Recipient further acknowledges that should Recipient consummate a transaction with any Target, the enforceable representations and warranties of such Target are likely to be limited to those set forth in the definitive agreements for such transaction.

4. Intermediary's Acknowledgements.

(a) No Impact on Other Investments. Intermediary acknowledges, on behalf of itself and its affiliates, that Recipient, and its affiliates and Authorized Representatives, may now and in the future (i) operate in the same industry as a Target and/or (ii) investigate other potential acquisition and investment targets including those in the same industry as a Target and/or (iii) acquire and/or invest in such targets. Nothing in this Agreement shall prevent Recipient, or its affiliates or Authorized Representatives, from pursuing such opportunities.

(b) No Impact on Uninvolved Affiliates. Notwithstanding anything to the contrary contained in this Agreement, this Agreement and the obligations herein shall not apply to the Recipient's affiliates, subsidiaries or affiliated or associated business entities (or persons employed therein) that neither (i) act on Recipient's behalf with regard to the Purpose nor (ii) receive Confidential Information from Recipient or an Authorized Representative.

5. Miscellaneous.

(a) Survival. Sections 1 and 3 through 5 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement and continue to bind the parties, their successors, and assigns.

(b) Governing Law, Venue, and Jurisdiction. This Agreement and all disputes arising out of or relating to this

Agreement shall be governed by and construed in accordance with the laws of Florida applicable to contracts to be fully performed therein, without giving effect to any choice of law rule therein that would require the application of the law of any other jurisdiction. Any action or proceeding relating in any way to this Agreement may be brought and enforced in the courts of the United States for the Middle District of Florida, or those of the State of Florida located in Hillsborough County, Florida, and each party hereto irrevocably consents to the jurisdiction of each such court in respect of any such action or proceeding.

(c) Trade Secrets. Any Confidential Information constituting a "trade secret" under applicable statutes and/or common law shall be protected to the full extent allowable thereunder, and such protection shall not be limited in any way by the terms of this Agreement.

(d) Severability. If a court of competent jurisdiction determines that provisions of this Agreement are illegal or excessively broad then such provisions shall be construed so that the remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect, and any such illegal or overly broad provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction.

(e) Beneficiaries. Intermediaries' affiliates and each Target disclosed by name to Recipient by Benchmark during the Term are intended third party beneficiaries of this Agreement and each will have the right to enforce this Agreement against Recipient. Benchmark may disclose the existence and terms of this Agreement to any Target.

(f) Damages. Recipient acknowledges and agrees that the Confidential Information is proprietary and valuable to Targets and that any disclosure or unauthorized use of the information may cause irreparable harm and loss. and that, as a result, (i) money damages may not be a sufficient remedy for any breach of this Agreement, (ii) in the event of a breach or threatened breach of this Agreement by Recipient, Benchmark and the applicable Target shall be entitled, and have the right, to seek specific performance and injunctive and other equitable relief to ensure compliance with this Agreement, and (iii) any such equitable remedy shall not be deemed to be an exclusive remedy for breach of this Agreement, but may be in addition to all other remedies available at law or equity.

(g) Attorney's Fees. In the event that suit is brought to enforce this Agreement, or for damages relating to a breach of this Agreement, the prevailing party shall be entitled to recover from the other, in addition to its damages or other remedy, all costs and reasonable attorney's fees, both at trial and at the appellate level.

(h) Amendment, Waiver. Any provision may be amended and the observance thereof may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only by the written consent of Recipient and Intermediary.

(i) Entire Agreement. This Agreement supersedes any prior discussions, correspondence, understandings, agreements, or communication between the parties of any nature relating to the subject matter of this Agreement.

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| Strategic Buyer | Financial Buyer | Adviser |
|----------------------|-----------------|---------|
| <hr/> | | |
| Signature | | |
| <hr/> | | |
| Print Name | | |
| <hr/> | | |
| Effective Date | | |
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| For & On Behalf Of | | |
| <hr/> | | |
| Contact Telephone | | |
| <hr/> | | |
| Correspondence Email | | |
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Acquisition Profile

All NDA's / Acquisition profiles are forwarded to our clients for their approval.
We are unable to act on an incomplete document.

If you wish to attach your own acquisition profile, please tick this box, otherwise complete the form below

Name of Potential Acquirer

Company Name

Position

Correspondence Address

Postcode

Contact Telephone Number

Correspondence Email

If you are an adviser acting on behalf of the potential acquirer, please complete your details below:

Name

Company Name

Company Address

Postcode

Contact Telephone Number

Correspondence Email

Sector Please select the sector(s) you are interested in

Agriculture

Automotive

Building & Construction

Care, Health & Medical

Catering & Leisure

Distribution & Storage

Education

Engineering

Environmental

Financial

Food & Drink

Hire

IT & Telecoms

Land & Property

Manufacturing & Industrial

Media

Motor, Transport & Marine

Online/E-commerce & Mail Order

Oil, Gas & Mining

Petrochemical, Pharmaceutical & Cosmetics

Print/Publishing, Advertising & Media

Professional Services/Consultancy

Recruitment & Training

Retail

Renewables/Energy

Security

Waste & Recycling

Wholesale

Miscellaneous, not specified or other

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Region Please select the regions(s) you are interested in

| | |
|---------------|--------------|
| US | Northeast US |
| Northwest US | Southeast US |
| Southwest US | Midwest US |
| Mid-Atlantic | Europe |
| International | Dubai |
| China | |

Revenue

| | |
|-----------|-----------|
| Under 1m | 1m - 5m |
| 5m - 10m | 10m - 25m |
| 25m - 50m | 50m+ |

EBITDA

| | |
|-------------|-------------|
| Under 250k | 250k - 500k |
| 500k - 750k | 750k - 1m |
| 1m - 1.5m | 1.5m - 2.5m |
| 2.5m - 5m | 5m+ |

Deal Structure

| | |
|-----------|--------------|
| Full Sale | Partial Sale |
| Either | |

Timescale

| | |
|-----------------------|---------------|
| ASAP | Within 1 Year |
| Between 1 and 3 Years | Over 3 Years |
| No Defined Period | |

Involvement - Current

| | |
|-----------|-----------|
| None | Full Time |
| Part Time | |

Involvement - Close

| | |
|-------------|-----------------|
| None | 0-3 Months |
| 3-12 Months | 1-3 Years |
| Ongoing | Not Ascertained |

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Management Structure

Owner Managed Management Team Inc. Owner

Management Team Without Owner

Funding

Funding in Place Funding Value

Source of Funding

Private Equity Venture Capital

Bank Private Funds

Parent Company Other

How did you receive news of this opportunity?

Email Mail

Professional Advisor Online Network

Social Media Other

What interests you particularly about this opportunity?

Timing / Why Now?

Please indicate if you have made any recent acquisitions

Please name your appointed professional advisor

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Additional Information