

NATIONAL VIRTUAL ASSISTANT OUTSOURCING FIRM

STELLAR REPUTATION, ESTABLISHED RECURRING REVENUE CLIENTS, EXPERIENCED STAFF, YEAR OVER YEAR GROWTH
ABI CLIENT #4020

COMPANY OVERVIEW

This **nationally-recognized** Service Management firm provides virtual outsourcing of **business-related services** to over 250 small businesses throughout the US. There are **over 120 remote working employees, each with expertise in their field**, as well as mid-level managers and administrative support. The US-based staff work part-time or full time and handle a variety of accounts. Most clients operate on repeat contracts supporting strong recurring revenue.



Market & Competition: Sales for firms in the US employment service industry are forecasted to grow 8-10% compounded annual rate until 2025, greater than the growth of the overall economy. With the current time of economic uncertainty and with the post-pandemic trends, companies have placed an increased value on ability to adjust to market conditions quickly. As for employees, the value of flexible hours and mobility have grown and more individuals seek temporary and contract work as a career. These factors support a strong market expansion opportunity for this business.



Growth & Expansion: The scale of the business has grown rapidly from inception as remote work has become more mainstream. The business has more than doubled in size 2016-2018 when annual revenues exceeded \$1M and revenue is expected to reach around \$3M in 2022. There are many opportunities to leverage the tremendous foundational workforce in place as the business to capitalize on significant growth potential. Key areas include further leverage of SEO and target marketing for new clients, offering deeper and cross functional support to the current base and expanding into other regions.

Support & Training: Owner operates in a traditional GM role overseeing middle management and is seeking **an industry firm or individual with large staffing management expertise** to carry on the excellent reputation and continue servicing clients. An experienced buyer can expand and scale this business into uncharted territories not only nationwide but internationally. Owner will provide training & transition services post-sale and stay on as needed in a consultative role to ensure a smooth transition.

SUMMARY

Location	Northern California	Purchase Price	\$1,350,000
Employees	120+ FT/PT, +1 FT working owner	Gross Income	\$3,500,000 (trailing 12 mo); \$3.6M 2022 Proj
Ownership	S Corp	Cash Flow - SDE	\$400,000 (trailing 12 mo); \$420k 2022 Projection
FFE (included)	\$5,000 (office furn & equip)	Financing	SBA Pre-qualified or some seller financing
Reason for Sale	Other Business Opportunities	Facilities	Currently run out of remote office
Training	120 hours over 6 weeks included	Licenses Required	none

Further Information: please email your completed Confidentiality Agreement (NDA) to:
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BUYER’S ACKNOWLEDGMENT OF INTRODUCTION AND CONFIDENTIALITY AGREEMENT (NDA)

The undersigned, individually and on behalf of any affiliated prospective buyer, acknowledges being first introduced to the business identified herein by The ABI Group, Inc. (Broker"). The undersigned requests information relating to the following business: Client #4020 – Natl Virtual Assistant Outsourcing Firm ("Seller") of said Business for the possible purchase by the undersigned of all or part of the stock or assets of the Business. As used herein, the term Buyer ("Buyer") applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. The undersigned agrees as follows:

1. NON-DISCLOSURE OF INFORMATION: The undersigned acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The undersigned agrees with Broker not to disclose or permit access to any Confidential Information without the prior written consent of Seller, to anyone other than Buyer's employees, legal counsel, accountants, lenders or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of Confidential Information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such Confidential Information. The undersigned shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of Confidential Information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process. If Buyer does not purchase the Business, Buyer, at the close of negotiations, will destroy or return to Broker (at Broker's option) all information provided to Buyer & will not retain any copy, reproduction, or record thereof.

2. DEFINITION OF "CONFIDENTIAL INFORMATION": The term "Confidential Information" shall mean all information, including the fact that the Business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, correspondence, processes, data, contracts, customer lists, employee lists and any other information whether written, oral or otherwise made know to Buyer: (a) from any inspection, examination, or other review of the books, records, assets, liabilities, processes, or production methods of Seller; (b) from communication with Seller or its directors, officers, employees, agents, suppliers, customers or representatives; (c) during visits to Seller's premises, or (d) through disclosure or discovery in any other manner. However, Confidential Information does not include any information which is readily available and known to the public.

3. DISCLAIMER OF BROKER'S LIABILITY AND BUYER'S RESPONSIBILITY: When business brokers take a business to market, they receive information about the business from the seller, usually including but not limited to tax returns, financial statements, equipment lists and facilities leases. Based on information provided by the Seller, brokers often prepare a summary description of the business which may include a cash flow projection, an adjusted income statement, or a seller discretionary cash flow statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the business, its assets, liabilities, financial statements, tax returns, and any other facts which might influence Buyer's decision to purchase or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's legal, tax and other advisors. **Broker urges Buyer to obtain independent legal and tax counsel.**

4. NON-CIRCUMVENTION AGREEMENT: The Seller has entered into an agreement providing that Seller shall pay a fee to listing broker if during the term of that agreement or up to twenty-four months thereafter, the Business is transferred to a buyer introduced by listing broker or a cooperating broker. Buyer shall conduct all inquiries into and discussions about the Business solely through Broker and shall not directly contact the Seller or the Seller's representatives. Should Buyer purchase all or part of the stock or assets of Business, acquire any interest in, or become affiliated in any capacity with Business without Broker's participation, or in any way interfere with Brokers' right to a fee, Buyer shall be liable to listing broker or cooperating broker for such a fee and any other damages including reasonable attorney's fees and costs.

5. FURTHER TERMS: Neither Buyer nor Buyer's agents will contact Seller's employees, customers, landlords or suppliers without Seller's consent. For three years, Buyer shall not directly or indirectly solicit for employment any employees of Seller. Broker may act as a dual agent representing both Buyer and Seller. Seller is specifically intended to be a beneficiary of the duties and obligations of this Agreement and may prosecute any action at law or in equity necessary to enforce its terms and conditions as though a party hereto. Seller may assign this Agreement to any new ownership of Business. This Agreement can only be modified in writing, signed by both Broker and Buyer. Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement shall be construed under and governed by the laws of the State of California. In the event of any legal action regarding or arising from this Agreement, the prevailing party shall be entitled to recover its reasonable expenses, attorneys' fees and costs incurred therein or in the enforcement or collection of any judgement or award rendered therein. If Buyer is a corporation, partnership, or other such entity, the undersigned executes this Agreement on behalf of Buyer and warrants that he/she is duly authorized to do so. **Buyer acknowledges receipt of a fully completed copy of this Agreement.**

Name Title

Company Phone

Street Address City State Zip

Signature Date

Email

ABI Group Inc., Amy S. Cole, 925-890-6012, acole@abi-ma.com

Broker/Agent License #01878465

