

# Leading Digital Performance Marketing Agency Seeks Acquiror

## Company at a Glance

- 91% Client Retention Rate
- 92% Annual Recurring Revenue
- 77% of 2019 Revenue Contracted as of 2/1/2019
- Net Promoter Score: 71
- Extensive, Valuable IP Portfolio

## Company Overview

For over a decade the Company has provided data-driven digital marketing services to large and mid-market clients across the United States. Specializing in Search, Social and Content Marketing, this Google Premier Partner generates 92% of revenue from monthly recurring client fees. The Company boasts a 91% annual client retention rate and a 36-month average client engagement, with no single client representing more than 8% of total net revenues.

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## Background

The company has recorded a 30% YOY growth for the past 3 years, with a projected growth of 32% in 2019. Their strong culture that attracts and retains top tier digital marketing talent has been recognized by Ad Age and Inc Magazine. The Company is led by an Executive Management team with an average tenure of 6 years.

## Current Situation

After over a dozen years of self-funding the Company's growth, ownership is seeking opportunities to create liquidity for shareholders while accelerating growth opportunities for the company.

## For More Information

Please complete and return a signed Confidentiality Agreement (CA) on the next page and email to [ca@321capital.com](mailto:ca@321capital.com) or fax to (443) 320-9225.

### INDUSTRY

Digital Marketing

### FOUNDED

2007

### LOCATION

Mid-Atlantic USA

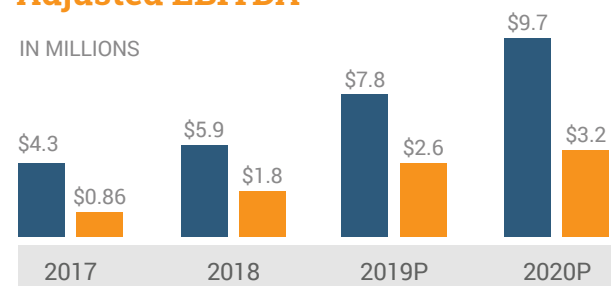
### EMPLOYEES

40

- 30%+ Growth Rate-Annual Revenue
- 80%+ EBITDA Growth (last 3 Yrs.)
- Experienced Management Team

## Net Revenue & Adjusted EBITDA

IN MILLIONS



## Deal Contacts

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PLEASE COMPLETE AND RETURN AGREEMENT VIA EMAIL: CA@321CAPITAL.COM OR FAX: (443) 320-9225

This Non-Disclosure Agreement (hereinafter "Agreement"), which shall be regarded as a mutual and reciprocal contract between the Parties, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between Potomac Business Capital and Three Twenty-One Capital Partners ("Investment Bankers") and \_\_\_\_\_ ("Recipient").

WHEREAS, the Parties hereto are desirous of establishing a mutually-beneficial business relationship for the entirety sale, refinance, investment, joint venture partnership, or other related transaction of our client, herein referred to as "The Company". The Parties hereto are prepared to disclose information or data of a confidential nature, including but not limited to financial information, client information, business concepts, business strategies, business opportunities, business relationships and sources of capital and financing.

NOW THEREFORE, in consideration of the mutual agreements contained herein,

- 1. Except as otherwise required by law, the Parties agree to hold all confidential or proprietary information or trade secrets ("Information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever except as may be necessary to complete the desired results above.
2. When requested in writing, all materials are to be returned or destroyed and no copies may be kept. Notwithstanding the foregoing, one copy of the materials may be kept for legal, compliance, or other internal document retention policies, including electronic copies made during automated back-up procedures.
3. This Information shall not be disclosed to any employee, consultant or third party unless the said party agrees to be informed of and act in accordance with the terms of this Agreement.
4. Information excluded from these confidentiality obligations shall include any such information which: (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient, (ii) becomes available to Recipient on a non-confidential basis from a source other than the Company or Investment Bankers, (iii) was already in Recipient's possession prior to the date hereof and which was not obtained from the Company or Investment Bankers, or (iv) was independently developed by the Recipient.
5. The Parties acknowledge the Information disclosed herein is proprietary or trade secrets and in the event of any breach, either Party shall be entitled to seek injunctive relief as a cumulative and not necessarily successive or exclusive remedy to claim for monetary damages.
6. This agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
7. Each Party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative. A copy of this Agreement transmitted via facsimile, bearing the signature (or e-signature) of one or both Parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both Parties.
8. This agreement expires upon one year of the date of execution of this document.

In witness of this, the Investment Bankers and the Recipient have executed this Agreement as of the day and year first written above.

Signature: \_\_\_\_\_

Investment Bankers: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

