

# Acquisition Opportunity

## ORGANIC SEARCH ENGINE TRAFFIC GENERATION SOFTWARE COMPANY

2019 Revenue: \$850 K proj

Gross Margins > 90%

- **Proven Methodology:** The company's websites receive approximately 6.5 million unique visitors/year, all of which is organic search engine traffic from the major search engines.
- **Proven Technology** The company uses its proprietary software and website production technology to create robust websites (in a semi-automated fashion) that target large numbers of geographically-based keywords in a variety of verticals.
- **Great Growth Potential:** Owners operate this as a very profitable life-style business and have limited growth. Their sites routinely outrank billion-dollar companies for very expensive keywords in high-competition verticals like drug addiction rehab. The Company is just scratching the surface for growth and income.
- **Powerful Geo-Targeting Technology:** The ability to go after geo-targeted longtail keywords on a large scale is another key feature. Company can target thousands of combinations of longtail keywords on each site it produces. This allows for flexibility, uniqueness among multiple sites, and the ability to attack a niche from several different angles.
- **Scalability:** The software and semi-automated website production process allows for quick turnaround time. An organization with the proper staff in place could easily produce 100+ websites/month, and there are dozens upon dozens of niches that can be targeted, most of which the company has yet to explore in detail.
- **Superior Cost Performance to Paid Search and SEO Services:** Their business model that targets Pay Per Call lead buying companies and uses highly effective organic traffic generation far outperforms the paid search models especially on the very expensive and competitive keywords.
- **Secure and Protected:** The software code is fully encrypted and cannot be copied to any other site without a license. The software is highly secure and hacker-proof and their websites have ever been hacked.
- **Scales Rapidly:** Company sites generate organic traffic with virtually no time delay. Websites that depend on SEO for traffic are highly dependent on budget and time allowances for web traffic to materialize. Not only do we get purely organic traffic, our traffic converts.
- **Superior ROI:** The total cost for Company to produce a website from start to finish is usually \$500 or less, and full production can be accomplished in less than a day. This allows for a fast return on investment.
- **Flexible Integration:** The software can be installed on any existing website, including Wordpress blogs. Installing the software would allow business owners and blog owners to expand their geographical search potential.

Client # 190828 K



MidMarketCapital, Inc.

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With over 10 years of combined research and development, the software and technology have been fine-tuned and extensively tested. The software has many built-in SEO features that can be customized at will. These features, along with other strategies incorporated in their website production process, have allowed the company to create a portfolio of websites that generate 100% organic search traffic.

Currently, the company's websites receive approximately 6.5 million unique visitors/year, all of which is organic search engine traffic from the major search engines. As such, the company does not have the need to pay for marketing or SEO of any kind, giving it a large competitive advantage over its competition.

The owners have created a cutting-edge software program and website production technology that has almost unlimited potential in the right hands. We lack the management team, staff, and resources to gain broad implementation and distribution. We seek to be acquired by a company that can help our product reach its full potential.

# STANDARD CONFIDENTIALITY AGREEMENT

Client # 190828 K

## ORGANIC SEARCH ENGINE TRAFFIC GENERATION SOFTWARE COMPANY

This Confidentiality Agreement will confirm our mutual understanding in connection with MidMarket Capital (MMC) providing, and your receipt of, Information regarding the Company described above as ("The Company").

Information means all oral or written data, reports, records or materials ("Information") obtained from MMC or The Company, including the name, address and type of business of The Company, the knowledge that The Company may be considering a sale, or even the fact that information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such information to the extent that such information (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Company; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

Information is being furnished solely in connection with your consideration of the acquisition of The Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate The Company as a potential acquisition and who shall assume the same obligations as under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of The Company through the use of any Information or knowledge acquired under this Agreement nor use any such Information for its own account.

It is understood that The Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.

All Information shall be promptly returned or destroyed, as directed by us or The Company.

It is understood that (a) no representation or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by The Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.

The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

Name of Individual: \_\_\_\_\_ | Title: \_\_\_\_\_ |  
(Please Print) (Please Print)

Organization: \_\_\_\_\_ |

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

Street Address: \_\_\_\_\_ |

\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|  
(City) (State) (Zip)

Telephone: \_\_\_\_\_ | Fax: \_\_\_\_\_ | Cell: \_\_\_\_\_

Signature: \_\_\_\_\_ | Date: \_\_\_\_\_ |  
(Authorized Representative)

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