

RETAIL GRAPHICS INSTALLATION CONTRACTOR SHARE SALE OFFERING OVERVIEW



The Company is engaged in retail graphics installation services in major retail locations across Canada. It has been growing rapidly since being incorporated in 2016.

Leveraging 6 Ontario based employees working from home, The Company acts as a contractor and facilitator for its customers – print, media and construction companies who in turn have as customers many of the major retail chains in Canada. These enterprises help the retailers create the in-store graphics to support special campaigns, brand awareness and consumer. This activity was historically done by the retailers themselves, until they discovered the time and cost savings offered by third party installers.

The Company acts as a project manager for the installation at specific stores through experienced and trained local installers. Building relationships with installers is a major asset of the Company. The installers are generally small local companies; nurturing and managing them represents a major priority of management. The value add is the ability to coordinate all the small suppliers and maintain top quality.

Work is generated by the ongoing campaigns and display refreshers initiated by the retailers. Individual jobs range from \$10,000 to \$40,000 and campaigns can be spread over months and have revenues in the substantially higher fees. Because the retailers refresh their in-store displays regularly the work is regenerative.

Pricing is on a cost plus basis. Subcontractors are paid an hourly rate plus travel related expenses.

The competitive landscape in this space features smaller operators doing 1-off jobs or servicing smaller chains.

The foundation of the company was developed through deep relationships in the graphics, print, construction and display industries.

5 project managers receive orders, quote jobs and assign work. The general manager oversees financial matters, handles any customer issues, supports the project managers and develops/ maintains relationships with suppliers.

Service income has had a compound annual growth rate of 33% since YE September 2019. 2023 income is tracking 10% higher than 2022 in the \$3.3 million range with net earnings in the \$500,000 range. Gross profit margins are fairly stable at 35% with subcontractors as the cost of sales. Operating expenses are primarily salaries and travel. Operating expense ratios have been reduced from 20% - 25% of revenues to under 20%. Overheads are extraordinarily low particularly because there is no bricks and mortar.

This is a share offering. Management will stay to train and coordinate transfer.

See attached NDA for more detailed information.

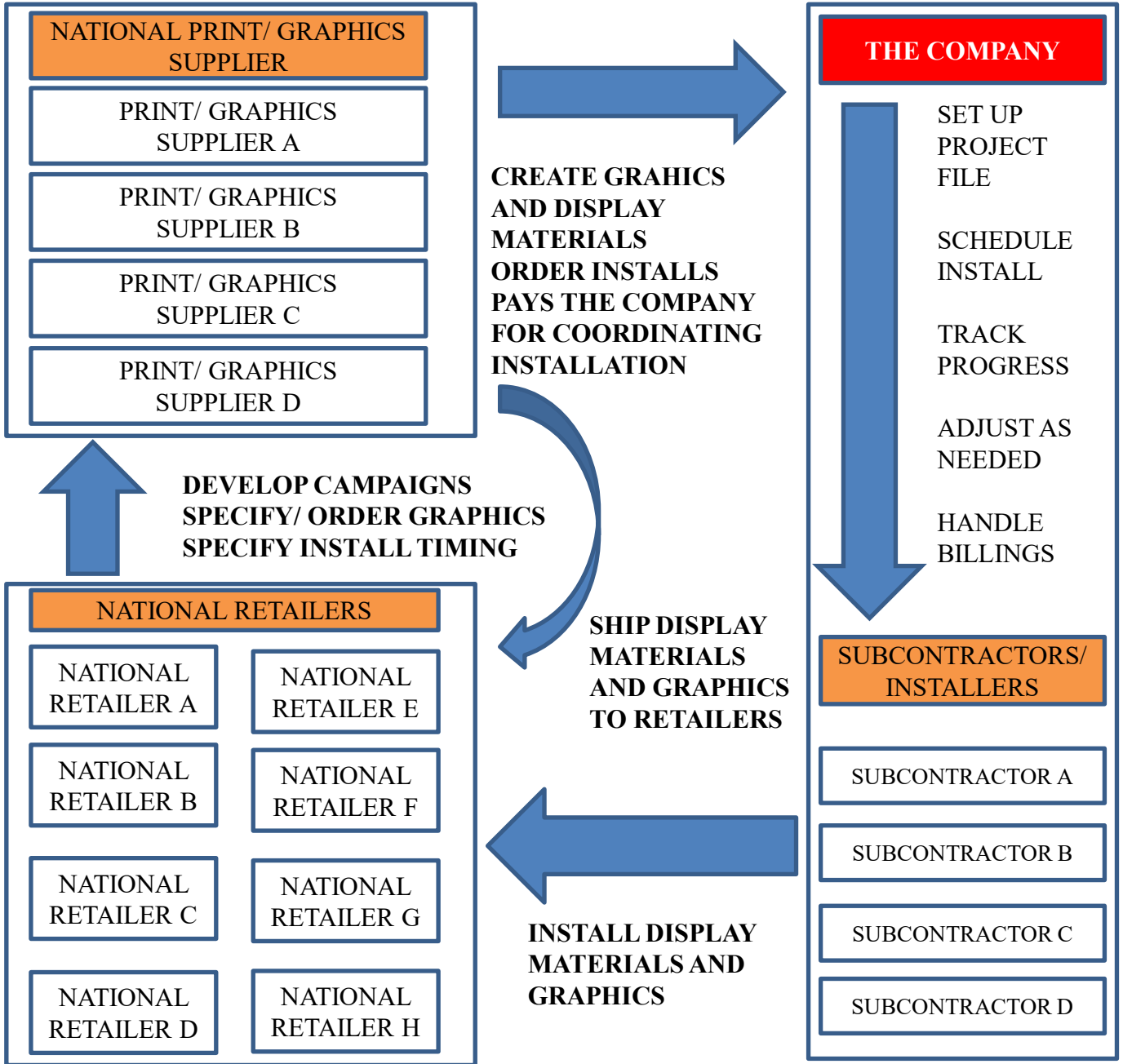
STEVEN HOLMAN, BROKER
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347 Beach Blvd Hamilton ON L8H 6W4
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THE RETAIL DISPLAY INSTALLATION ECOSYSTEM



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NON-DISCLOSURE FORM PROSPECTIVE BUSINESS BUYERS



NOTE TO INTERESTED PARTIES

THIS IS AN EXCLUSIVE OFFERING

THE CUSTOMER BASE ARE MAJOR NATIONAL ENTITIES AND A HIGH LEVEL OF CONFIDENTIALITY IS ESSENTIAL

PARTIES WISHING TO RECEIVE DETAILED INFORMATION MUST COMPLETE A NON-DISCLOSURE AGREEMENT AND

- PROVIDE VERIFIABLE BACKGROUND/ IDENTIFICATION
- PROVIDE VERIFIABLE EVIDENCE OF CAPACITY AND FINANCIAL ABILITY TO COMPLETE TRANSACTION VIA FINANCIAL STATEMENTS, BANK REFERENCES, ETC.

ONCE APPROVED A PACKAGE INCLUDING FINANCIAL STATEMENTS AND CORPORATE OVERVIEW WILL BE SUPPLIED.

ADDITIONAL DETAILED DISCLOSURE WILL BE SUPPLIED ON EXECUTION OF A SATISFACTORY LETTER OF INTENT AND DEPOSIT.

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**NOTE : THIS NDA HAS AN ACTIVE DATE OF APRIL 2023 AND MAY BE SUPERCEDED/ WITHDRAWN AT ANY TIME.
SEE BROKER FOR UPDATES**

NON-DISCLOSURE FORM PROSPECTIVE BUSINESS BUYERS



CONFIDENTIALITY AGREEMENT DATED _____

BETWEEN: RETAIL GRAPHICS INSTALLATION CONTRACTOR (the Confidential Information "Provider")

AND (the Confidential Information "Recipient")

CONCERNING: confidential or proprietary information described as:

ALL PERSONAL, FINANCIAL, OPERATIONAL AND STRATEGIC INFORMATION OF THE PROVIDER
(the "Confidential Information") to be provided to the Recipient upon execution of this Agreement;

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confidentiality Agreement, "Provider" includes the employees and principals of the Provider and "Recipient" includes the employees and principals of the Recipient, the employees, agents, advisors, consultants and lenders of the Recipient's principal and the parties specifically authorized under this Agreement to receive the Confidential Information. "Confidential Information" includes written, electronic and verbal information designated in this Agreement as confidential or proprietary.

TERMS: In consideration of receiving the Confidential Information from the Provider, the Recipient agrees to hold and treat the Confidential Information in the strictest confidence and agrees not to disclose the Confidential Information to any party who has not been authorized under this Agreement to receive the Confidential Information. This Agreement authorizes the Recipient to share the Confidential Information with **PARTIES TO THE FINANCING OF THE PURCHASE, PARTIES WITH A SPECIFIC ROLE IN ANALYZING, DOCUMENTING, AND ASSESSING THE CONFIDENTIAL INFORMATION, SPOUSES, BUSINESS PARTNERS WITH AN INTEREST IN THE PURCHASE, AND OTHER INTERMEDIARIES TO THE EXTENT THEY REQUIRE A CONFIDENTIALITY AGREEMENT BEFORE DISCLOSING INFORMATION ON LISTED BUSINESSES**

The Confidential Information is provided for the sole and limited use by the Recipient, including the parties specifically authorized under this Agreement to receive the Confidential Information. If the Recipient intends to disclose any or all of the Confidential Information to any other party who is not authorized under this Agreement to receive the Confidential Information, the Recipient agrees to enter into a Confidentiality Agreement with the other party on the same terms and conditions as included herein and obtain the Provider's written authority prior to releasing the Confidential Information to the other party.

The Recipient shall be liable to the Provider for any non-compliance of this Confidentiality Agreement by the Recipient and for any disclosure of the Confidential Information by any other party who has received the Confidential Information from the Recipient. The Recipient agrees to make all inquiries and communications concerning the Confidential Information and the Property through the Provider or Provider's agent. The Recipient agrees not to contact anyone other than the Provider for additional information about the Property, including employees, tenants, business contacts, suppliers, government agencies, etc., or to inspect the Property, without the prior written consent of the Provider.

If the Recipient is no longer interested in continuing negotiations for the Property or completing a transaction with the Provider, the Recipient agrees to return all written Confidential Information to the Provider and to destroy any written and electronic copies in the Recipient's possession.

The Recipient agrees that any investigations of the Property are at the sole risk and expense of the Recipient and the Provider will not be liable for any costs related to such investigations or due diligence without the express written authorization from the Provider. Any liability or dispute arising out of this Confidentiality Agreement, or any non-compliance with this Agreement shall be subject to and governed by the laws of the Province of Ontario, Canada.

The Recipient executing this Agreement agrees to inform any Recipient of the Confidential Information that the information is confidential.

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INITIALLED BY
PROVIDER
RECIPIENT

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(the "Confidential Information") to be provided to the Recipient upon execution of this Agreement;

SEE PAGE 1 OF 2 FOR SPECIFIC TERMS AND CONDITIONS

RECIPIENT HOME ADDRESS

Company name _____
Company business address

RECIPIENT PHONE # _____
RECIPIENT EMAIL _____
RECIPIENT SIGNATURE _____

NAME, PHONE NUMBER AND COMPANY OF INTERMEDIARY
Steven Holman, Broker
Martel Commercial Realty Inc., Brokerage
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647.274.5593

VERIFICATION OF CAPACITY AND IDENTITY
I CONSENT THAT INQUIRIES BE MADE TO CONFIRM MY/ OUR IDENTITY AND OFFER THE FOLLOWING BACKUP TO EVIDENCE MY/ OUR CAPACITY TO COMPLETE A PURCHASE :

ACCEPTED ON BEHALF OF PROVIDER

I ACKNOWLEDGE REVIEWING PAGE 1 OF 2 OF THIS DOCUMENT

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