

# ASSET PURCHASE AGREEMENT

For the Acquisition of Mobile Application and Related Assets

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Agreement Reference: APA-\_\_\_\_\_ Execution Date: \_\_\_\_\_

This Asset Purchase Agreement ("Agreement") is entered into as of the Execution Date by and between the following parties:

## **SELLER:**

Full Legal Name: \_\_\_\_\_  
Entity Type:  Individual  LLC  Corporation  Other: \_\_\_\_\_  
State/Country of Formation: \_\_\_\_\_  
Principal Business Address: \_\_\_\_\_  
City, State/Province, Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Tax ID/EIN: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## **BUYER:**

Full Legal Name: \_\_\_\_\_  
Entity Type:  Individual  LLC  Corporation  Other: \_\_\_\_\_  
State/Country of Formation: \_\_\_\_\_  
Principal Business Address: \_\_\_\_\_  
City, State/Province, Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Tax ID/EIN: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## **RECITALS**

WHEREAS, Seller owns and operates a mobile application business including the application known as " \_\_\_\_\_" (the "Application"); and

WHEREAS, Buyer desires to acquire certain assets related to the Application; and

WHEREAS, Seller desires to sell such assets to Buyer;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE 1: APPLICATION IDENTIFICATION**

### 1.1 iOS Application:

App Name: \_\_\_\_\_  
App Store ID: \_\_\_\_\_  
App Store URL: [https://apps.apple.com/app/id\\_\\_\\_\\_\\_](https://apps.apple.com/app/id_____)  
Bundle ID: \_\_\_\_\_

### 1.2 Android Application:

App Name: \_\_\_\_\_  
Package Name: \_\_\_\_\_  
Play Store URL: <https://play.google.com/store/apps/details?id=> \_\_\_\_\_  
Developer Console ID: \_\_\_\_\_

### 1.3 Current Metrics (as of \_\_\_\_\_):

MRR: \$\_\_\_\_\_ ARR: \$\_\_\_\_\_ Monthly Downloads: \_\_\_\_\_  
Active Subscribers: \_\_\_\_\_ MAU: \_\_\_\_\_ DAU: \_\_\_\_\_

## ARTICLE 2: ASSETS TO BE SOLD

### 2.1 Purchased Assets. Seller agrees to sell and Buyer agrees to purchase:

- Complete source code for all platforms (iOS, Android, backend, web)
- Version control history and all branches
- App Store Connect account OR transfer of iOS app to Buyer's account
- Google Play Console account OR transfer of Android app to Buyer's account
- All intellectual property rights (copyrights, trademarks, trade secrets)
- Domain name(s): \_\_\_\_\_
- Website hosting accounts and configurations
- User database and all customer records (compliant with privacy laws)
- Email subscriber lists and marketing automation accounts
- Social media accounts: \_\_\_\_\_
- RevenueCat/subscription management accounts and historical data
- Analytics accounts (Firebase, Mixpanel, Amplitude, etc.)
- Cloud infrastructure accounts (AWS, GCP, Azure, etc.)
- Third-party API keys and service accounts
- Design files (Figma, Sketch, Adobe, etc.)
- Documentation, technical specs, and product roadmap
- Customer support systems and ticket history
- Other: \_\_\_\_\_

### 2.2 Excluded Assets. The following are NOT included in this sale:

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## ARTICLE 3: PURCHASE PRICE AND PAYMENT

### 3.1 Purchase Price: The total purchase price is \$\_\_\_\_\_ ("Purchase Price"), payable as follows:

#### 3.2 Payment Structure:

- Lump Sum: Full payment of \$\_\_\_\_\_ at Closing

- Structured Payment:

Initial Payment at Closing: \$\_\_\_\_\_ (\_\_\_\_\_ % of Purchase Price)

Deferred Payments: \$\_\_\_\_\_ per month for \_\_\_\_\_ months

Interest Rate on Deferred Payments: \_\_\_\_\_ % per annum

Security for Deferred Payments: \_\_\_\_\_

- Earnout:

Base Payment at Closing: \$\_\_\_\_\_

Earnout Amount: Up to \$\_\_\_\_\_ based on: \_\_\_\_\_

Earnout Period: \_\_\_\_\_ months following Closing

Earnout Calculation Method: \_\_\_\_\_

### 3.3 Escrow Arrangements:

Escrow Agent: \_\_\_\_\_  
Escrow Amount: \$\_\_\_\_\_ (\_\_\_\_\_ % of Purchase Price)  
Escrow Release Conditions: \_\_\_\_\_  
Escrow Period: \_\_\_\_\_ days following Closing  
 No escrow required

3.4 Payment Method:  Wire Transfer  Escrow.com  Other: \_\_\_\_\_

## ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that:

- 4.1 OWNERSHIP: Seller is the sole and exclusive owner of all Purchased Assets and has full right and authority to sell and transfer them.
- 4.2 NO ENCUMBRANCES: The Purchased Assets are free of all liens, claims, security interests, and encumbrances of any kind.
- 4.3 INTELLECTUAL PROPERTY: The Application does not infringe upon any third-party intellectual property rights, and no claims have been asserted.
- 4.4 FINANCIAL ACCURACY: All financial information provided is true, accurate, and complete, including revenue, expenses, and subscriber counts.
- 4.5 LEGAL COMPLIANCE: The Application complies with all applicable laws, including privacy regulations (GDPR, CCPA), App Store guidelines, etc.
- 4.6 NO LITIGATION: There are no pending or threatened lawsuits, claims, or government investigations related to the Application.
- 4.7 CONTRACTS: All material contracts related to the Application have been disclosed and are in good standing.
- 4.8 FUNCTIONALITY: The Application functions materially as described and contains no material defects, viruses, or malicious code.
- 4.9 EMPLOYEES/CONTRACTORS: All persons who contributed to the Application have assigned their IP rights to Seller via valid agreements.

## ARTICLE 5: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

- 5.1 Buyer has full authority to enter into this Agreement.
- 5.2 Buyer has sufficient funds or financing to complete the purchase.
- 5.3 Buyer will comply with all applicable laws in operating the Application.

## ARTICLE 6: CLOSING

6.1 Closing Date: The closing shall occur on \_\_\_\_\_ ("Closing Date") or such other date as mutually agreed.

6.2 Closing Deliverables - Seller shall provide:

- (a) All source code and access credentials
- (b) Executed IP assignment documents
- (c) App store transfer initiation
- (d) All account credentials and API keys
- (e) Bill of Sale for Purchased Assets

6.3 Closing Deliverables - Buyer shall provide:

- (a) Payment of Purchase Price (or initial payment if structured)
- (b) Acceptance of app store transfers

## **ARTICLE 7: POST-CLOSING OBLIGATIONS**

7.1 Transition Support: Seller shall provide transition support for \_\_\_\_\_ days following Closing, including:

- (a) Up to \_\_\_\_\_ hours of technical support and knowledge transfer
- (b) Assistance with account transfers and configurations
- (c) Response to questions within \_\_\_\_\_ business hours
- (d) Additional support available at \$\_\_\_\_\_ /hour after transition period

7.2 Non-Compete: Seller agrees not to:

- (a) Develop, own, or operate a competing application for \_\_\_\_\_ months
- (b) Solicit users or customers of the Application for \_\_\_\_\_ months
- (c) Geographic scope: [ ] Worldwide [ ] Limited to: \_\_\_\_\_

7.3 Non-Solicitation: Seller shall not solicit or hire Buyer's employees or contractors for \_\_\_\_\_ months following Closing.

7.4 Cooperation: Seller shall cooperate in good faith with any reasonable requests related to the transition of the Application.

## **ARTICLE 8: INDEMNIFICATION**

8.1 Seller's Indemnification: Seller shall indemnify Buyer against losses arising from:

- (a) Breach of representations, warranties, or covenants by Seller
- (b) Pre-closing liabilities related to the Application
- (c) Third-party claims related to pre-closing operation

8.2 Buyer's Indemnification: Buyer shall indemnify Seller against losses arising from:

- (a) Breach of representations, warranties, or covenants by Buyer
- (b) Post-closing liabilities related to the Application
- (c) Buyer's operation of the Application after Closing

8.3 Indemnification Cap: Each party's liability shall not exceed \$ \_\_\_\_\_ (or \_\_\_\_\_ % of Purchase Price), except for fraud or willful misconduct.

8.4 Survival: Indemnification obligations survive for \_\_\_\_\_ months after Closing.

## **ARTICLE 9: CONFIDENTIALITY**

9.1 Both parties agree to maintain confidentiality of this Agreement and all related negotiations, except as required by law or with mutual consent.

9.2 Public announcements require prior written approval from both parties.

## **ARTICLE 10: DISPUTE RESOLUTION**

10.1 Governing Law: This Agreement is governed by laws of \_\_\_\_\_.

10.2 Dispute Resolution:

[ ] Mediation first, then binding arbitration in \_\_\_\_\_

[ ] Litigation in courts of \_\_\_\_\_

10.3 Prevailing Party: The prevailing party shall recover reasonable attorney's fees.

## **ARTICLE 11: GENERAL PROVISIONS**

- 11.1 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.
- 11.2 Amendment: Modifications must be in writing signed by both parties.
- 11.3 Assignment: Neither party may assign without prior written consent.
- 11.4 Severability: Invalid provisions shall be modified to be enforceable.
- 11.5 Waiver: Failure to enforce any provision is not a waiver of that right.
- 11.6 Notices: All notices shall be in writing and sent to addresses above.
- 11.7 Counterparts: May be executed in counterparts, including electronic.

## **ARTICLE 12: EXHIBITS AND SCHEDULES**

The following exhibits are attached and incorporated by reference:

- [ ] Exhibit A: Detailed List of Purchased Assets
- [ ] Exhibit B: Financial Statements and Metrics
- [ ] Exhibit C: Intellectual Property Schedule
- [ ] Exhibit D: Third-Party Contracts
- [ ] Exhibit E: Account Credentials (delivered securely at Closing)
- [ ] Exhibit F: Transition Plan

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date first written above.

SELLER: BUYER:

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

DISCLAIMER: This template is provided by whatsthe.app for informational purposes only and does not constitute legal advice. This is a complex legal document with significant financial implications. BOTH PARTIES MUST have this Agreement reviewed by qualified legal counsel before signing.