

LETTER OF INTENT

For the Acquisition of Mobile Application Assets

Reference Number: LOI-_____ Date: _____

PARTIES TO THIS LETTER OF INTENT

PROSPECTIVE BUYER:

Full Legal Name: _____

Business Entity Type: ☐ Individual ☐ LLC ☐ Corporation ☐ Other: _____

Registered Address: _____

City, State, ZIP: _____

Country: _____

Email: _____

Phone: _____

SELLER:

Full Legal Name: _____

Business Entity Type: ☐ Individual ☐ LLC ☐ Corporation ☐ Other: _____

Registered Address: _____

City, State, ZIP: _____

Country: _____

Email: _____

Phone: _____

1. APPLICATION IDENTIFICATION

Application Name: _____

Application Description: _____

iOS / Apple App Store:

App Store ID: _____

App Store URL: <https://apps.apple.com/app/id>_____

Bundle ID: _____

Developer Account: _____

Android / Google Play Store:

Play Store Package Name: _____

Play Store URL: <https://play.google.com/store/apps/details?id=>_____

Developer Console Account: _____

Current Performance Metrics (as of _____):

Monthly Active Users (MAU): _____ Daily Active Users (DAU): _____

Monthly Recurring Revenue (MRR): \$_____ Annual Revenue (TTM): \$_____

iOS Rating: _____ / 5 (_____ reviews) Android Rating: _____ / 5 (_____ reviews)

Total Downloads: iOS _____ Android _____ Combined _____

2. PROPOSED TRANSACTION TERMS

Purchase Price:

Total Purchase Price: \$ _____

Valuation Multiple Used: _____ x MRR / _____ x Annual Revenue / Other: _____

Payment Structure:

☐ Full Payment at Closing: \$ _____

☐ Structured Payment:

- Initial Payment at Closing: \$ _____ (_____ % of total)

- Deferred Payment: \$ _____ payable over _____ months at _____ % interest

☐ Earnout Component:

- Performance Target: \$ _____ revenue/profit over _____ months

- Earnout Payment: \$ _____ if targets are met

☐ Escrow Holdback: \$ _____ (_____ % of total) held for _____ days

Payment Method:

☐ Wire Transfer ☐ Escrow Service (Provider: _____) ☐ Other: _____

3. ASSETS INCLUDED IN TRANSACTION

The following assets are proposed to be included in this transaction:

☐ Complete source code (all platforms) and version history

☐ App Store Connect / Google Play Console account transfer or app transfer

☐ All intellectual property rights (copyrights, trademarks, patents if any)

☐ Domain name(s): _____

☐ Website and associated hosting accounts

☐ User database and all customer data (GDPR/CCPA compliant transfer)

☐ Social media accounts: _____

☐ Email lists and marketing assets

☐ Third-party service accounts (RevenueCat, Firebase, Analytics, etc.)

☐ Existing customer contracts and subscription agreements

☐ Documentation, designs, and product roadmap

☐ Other: _____

4. DUE DILIGENCE PERIOD

Duration: Buyer shall have _____ calendar days from execution of this LOI to complete due diligence. This period may be extended by mutual written agreement.

During due diligence, Seller agrees to provide Buyer access to:

☐ Complete financial records (revenue, expenses, profit/loss) for past _____ years

☐ Analytics dashboards (App Store Connect, Google Play Console, RevenueCat)

☐ User metrics and cohort analysis

☐ Source code repository (read-only access)

☐ Technical architecture documentation

☐ Customer support history and satisfaction metrics

☐ Churn rates and subscription analytics

☐ Marketing spend and customer acquisition costs

☐ Legal documents (terms of service, privacy policy, contracts)

☐ Any pending or threatened litigation

5. EXCLUSIVITY PERIOD

- ☐ Seller agrees to negotiate exclusively with Buyer for a period of _____ days from execution of this LOI. During this period, Seller shall not:
- Solicit, encourage, or accept offers from other potential buyers
 - Provide confidential information to other potential buyers
 - Enter into any agreement that would prevent this transaction
- ☐ No exclusivity period - Seller may continue discussions with other parties

6. CONFIDENTIALITY

- Both parties agree that the existence of this LOI, its terms, and all information exchanged during negotiations shall be kept strictly confidential, except:
- Disclosure to professional advisors (attorneys, accountants) bound by confidentiality
 - Disclosure required by law or legal process
 - Disclosure with prior written consent of the other party

7. PROPOSED TIMELINE

LOI Execution: _____
Due Diligence Completion: _____
Definitive Agreement Execution: _____
Target Closing Date: _____
Transition Support Period: _____ days post-closing

8. CONDITIONS PRECEDENT TO CLOSING

- This transaction is subject to:
- ☐ Satisfactory completion of due diligence by Buyer
 - ☐ Execution of a mutually acceptable Asset Purchase Agreement
 - ☐ No material adverse change in the Application's performance
 - ☐ Successful transfer of all accounts and assets
 - ☐ Other: _____

9. NON-BINDING NATURE

This Letter of Intent is NON-BINDING, except for Sections 5 (Exclusivity), 6 (Confidentiality), and this Section 9, which are legally binding.

Neither party is obligated to consummate this transaction until a definitive Asset Purchase Agreement is executed by both parties.

10. GOVERNING LAW

This LOI shall be governed by the laws of _____.

ACCEPTED AND AGREED:

BUYER:	SELLER:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____