

# MUTUAL NON-DISCLOSURE AGREEMENT

For Mobile Application Acquisition Discussions

---

Agreement Reference: NDA-\_\_\_\_\_ Effective Date: \_\_\_\_\_

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date above by and between the following parties, who agree to be bound by the terms and conditions set forth herein.

## PARTIES

PARTY A ("Potential Buyer"):

Full Legal Name: \_\_\_\_\_

Entity Type: ☐ Individual ☐ LLC ☐ Corporation ☐ Partnership ☐ Other

Principal Address: \_\_\_\_\_

City, State/Province, Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

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

PARTY B ("Potential Seller"):

Full Legal Name: \_\_\_\_\_

Entity Type: ☐ Individual ☐ LLC ☐ Corporation ☐ Partnership ☐ Other

Principal Address: \_\_\_\_\_

City, State/Province, Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

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

## SUBJECT MATTER

This Agreement relates to confidential discussions regarding the potential acquisition of the following mobile application(s):

Application Name: \_\_\_\_\_

iOS App Store URL: <https://apps.apple.com/app/id>\_\_\_\_\_

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

Brief Description: \_\_\_\_\_

---

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means any and all non-public information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), whether disclosed orally, in writing, or by any other means, including but not limited to the following categories:

#### FINANCIAL INFORMATION:

- Revenue data, including MRR, ARR, and historical financials
- Profit and loss statements, cash flow data, and projections
- Pricing strategies, subscription tiers, and monetization data
- Customer acquisition costs and lifetime value calculations

#### TECHNICAL INFORMATION:

- Source code, algorithms, and software architecture
- API documentation, system designs, and technical specifications
- Security measures, encryption methods, and infrastructure details
- Third-party integrations and dependencies

#### BUSINESS INFORMATION:

- User metrics, analytics, and engagement data
- Customer lists, user databases, and demographic information
- Marketing strategies, growth plans, and product roadmaps
- Vendor relationships and partnership agreements

#### LEGAL INFORMATION:

- Intellectual property details, including patents and trademarks
- Existing contracts, licenses, and legal obligations
- Litigation history and regulatory compliance matters

1.2 Confidential Information includes information marked as "Confidential" or "Proprietary" as well as information that a reasonable person would understand to be confidential based on its nature or the circumstances of disclosure.

## **2. OBLIGATIONS OF RECEIVING PARTY**

2.1 The Receiving Party agrees to:

- (a) Hold all Confidential Information in strict confidence using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care;
- (b) Not disclose Confidential Information to any third party without prior written consent from the Disclosing Party;
- (c) Use Confidential Information solely for the purpose of evaluating and negotiating the potential acquisition of the Application;
- (d) Limit internal disclosure to employees, advisors, and representatives who have a legitimate need to know and are bound by confidentiality obligations;
- (e) Not reverse engineer, decompile, or attempt to derive source code from any software or technical information provided;
- (f) Not use Confidential Information to compete with or harm the Disclosing Party.

2.2 Permitted Disclosures: The Receiving Party may disclose Confidential Information to its attorneys, accountants, and financial advisors who are bound by professional obligations of confidentiality.

## **3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION**

3.1 Confidential Information does not include information that:

- (a) Is or becomes publicly available without breach of this Agreement;
- (b) Was lawfully in the Receiving Party's possession before disclosure;
- (c) Is independently developed without use of Confidential Information;
- (d) Is lawfully received from a third party without restriction on disclosure;
- (e) Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt notice to allow the Disclosing Party to seek a protective order.

## 4. TERM AND TERMINATION

4.1 This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the Effective Date, unless terminated earlier by either party with 30 days written notice.

4.2 The confidentiality obligations under this Agreement shall survive termination for a period of \_\_\_\_\_ years following termination or expiration.

## 5. RETURN OR DESTRUCTION OF MATERIALS

5.1 Upon written request by the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly:

- (a) Return all tangible materials containing Confidential Information;
- (b) Permanently delete all electronic copies of Confidential Information;
- (c) Provide written certification of compliance with this section.

5.2 Notwithstanding the above, the Receiving Party may retain copies as required by law or internal compliance policies, subject to ongoing confidentiality obligations.

## 6. NO LICENSE OR WARRANTY

6.1 No license under any intellectual property rights is granted by this Agreement.

6.2 All Confidential Information is provided "AS IS" without warranty of any kind.

## 7. REMEDIES

7.1 The parties acknowledge that breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party shall be entitled to seek injunctive relief in addition to any other available remedies.

## 8. GENERAL PROVISIONS

8.1 Governing Law: This Agreement shall be governed by the laws of \_\_\_\_\_, without regard to conflicts of law.

8.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning confidentiality and supersedes all prior agreements.

8.3 Amendment: This Agreement may only be amended in writing signed by both parties.

8.4 Assignment: Neither party may assign this Agreement without prior written consent.

8.5 Severability: If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

## SIGNATURES

PARTY A (Potential Buyer):

PARTY B (Potential Seller):

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

DISCLAIMER: This template is provided by whatsthe.app for informational purposes only. It does not constitute legal advice. Consult a qualified attorney in your jurisdiction before use.