

UNILATERAL NON-DISCLOSURE AGREEMENT

Seller Protection Agreement for App Acquisition Due Diligence

Agreement Reference: NDA-_____ Effective Date: _____

This Unilateral Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date above. This Agreement protects the confidential information of the Disclosing Party (Seller) during acquisition discussions.

PARTIES

DISCLOSING PARTY ("Seller"):

Full Legal Name: _____

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

Principal Address: _____

City, State/Province, Postal Code: _____

Country: _____

Email: _____

Phone: _____

RECEIVING PARTY ("Prospective Buyer"):

Full Legal Name: _____

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

Principal Address: _____

City, State/Province, Postal Code: _____

Country: _____

Email: _____

Phone: _____

APPLICATION DETAILS

Application Name: _____

Primary Platform: ☐ iOS ☐ Android ☐ Both ☐ Other: _____

iOS / Apple App Store:

App Store ID: _____

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

Bundle ID: _____

Android / Google Play Store:

Package Name: _____

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

PURPOSE

The Disclosing Party wishes to share confidential business and technical information with the Receiving Party solely for the purpose of evaluating a potential acquisition of the above-referenced Application. This Agreement establishes the terms under which such information will be protected.

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means all non-public information disclosed by the Disclosing Party, including but not limited to:

FINANCIAL DATA:

- Monthly Recurring Revenue (MRR), Annual Recurring Revenue (ARR)
- Revenue breakdowns by platform, geography, and subscription tier
- Profit margins, operating expenses, and cash flow statements
- Customer Lifetime Value (LTV) and Customer Acquisition Cost (CAC)
- Churn rates, conversion rates, and retention metrics

TECHNICAL ASSETS:

- Source code, including all programming languages and frameworks used
- System architecture, database schemas, and API specifications
- Security implementations, encryption methods, and authentication systems
- Third-party service integrations (RevenueCat, Firebase, analytics platforms)
- DevOps configurations, CI/CD pipelines, and deployment processes

BUSINESS INTELLIGENCE:

- User analytics, engagement metrics, and behavioral data
- Marketing strategies, advertising spend, and campaign performance
- Product roadmap, feature backlog, and development priorities
- Competitor analysis and market positioning strategies

USER AND CUSTOMER DATA:

- User counts, demographics, and geographic distribution
- Subscription data and payment information (anonymized)
- Customer support history and satisfaction metrics

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 The Receiving Party shall:

- (a) Maintain strict confidentiality of all Confidential Information;
- (b) Use Confidential Information solely to evaluate the potential acquisition;
- (c) Not disclose Confidential Information to any third party without prior written consent from the Disclosing Party;
- (d) Limit access to employees and advisors with a need to know, who are bound by confidentiality obligations at least as protective as this Agreement;
- (e) Implement reasonable security measures to protect Confidential Information;
- (f) Not copy, reproduce, or store Confidential Information except as necessary;
- (g) Not reverse engineer any software or attempt to derive source code;
- (h) Not use Confidential Information to develop competing products or services;
- (i) Promptly notify the Disclosing Party of any unauthorized disclosure or breach.

3. EXCLUSIONS

3.1 This Agreement does not apply to information that:

- (a) Is or becomes publicly available through no fault of the Receiving Party;
- (b) Was rightfully in the Receiving Party's possession before disclosure;
- (c) Is independently developed without reference to Confidential Information;
- (d) Is lawfully obtained from a third party without confidentiality restrictions;
- (e) Is required to be disclosed by law (with prompt notice to Disclosing Party).

4. TERM AND SURVIVAL

- 4.1 This Agreement shall remain in effect for _____ years from the Effective Date.
- 4.2 Confidentiality obligations shall survive for _____ years after termination.
- 4.3 Either party may terminate with 30 days written notice if acquisition discussions end.

5. RETURN OF MATERIALS

- 5.1 Upon request or if acquisition discussions terminate, the Receiving Party shall:
- (a) Return or destroy all Confidential Information within _____ business days;
 - (b) Permanently delete all electronic copies from all systems and backups;
 - (c) Provide written certification of compliance signed by an authorized officer.

6. NO OBLIGATION TO PROCEED

- 6.1 This Agreement does not obligate either party to enter into any transaction.
- 6.2 No license or rights are granted except the limited right to evaluate the Application.

7. REMEDIES FOR BREACH

- 7.1 The Receiving Party acknowledges that breach may cause irreparable harm.
- 7.2 The Disclosing Party may seek injunctive relief without posting bond.
- 7.3 The prevailing party shall be entitled to recover reasonable attorney's fees.

8. NON-SOLICITATION

- 8.1 During this Agreement and for _____ months after termination, the Receiving Party shall not solicit or hire any employees or contractors of the Disclosing Party with whom they had contact during the evaluation process.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement shall be governed by the laws of _____.
- 9.2 Disputes shall be resolved in the courts of _____.
- 9.3 The parties consent to personal jurisdiction in such courts.

10. ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire understanding between the parties.
- 10.2 Amendments must be in writing and signed by both parties.

SIGNATURES

DISCLOSING PARTY (Seller):

RECEIVING PARTY (Buyer):

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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