

# UNILATERAL NON-DISCLOSURE AGREEMENT

Seller Protection Agreement for App Acquisition Due Diligence

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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\\_\\_\\_\\_\\_](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=\\_\\_\\_\\_\\_](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:

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

## 3. EXCLUSIONS

3.1 This Agreement does not apply to information that:

- Is or becomes publicly available through no fault of the Receiving Party;
- Was rightfully in the Receiving Party's possession before disclosure;
- Is independently developed without reference to Confidential Information;
- Is lawfully obtained from a third party without confidentiality restrictions;
- 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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